

EXHIBIT 3

Steering Committee Plan Support Agreement

PLAN SUPPORT AGREEMENT

THIS PLAN SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF VOTES WITH RESPECT TO A CHAPTER 11 PLAN OF REORGANIZATION. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. ACCEPTANCES OR REJECTIONS WITH RESPECT TO A CHAPTER 11 PLAN OF REORGANIZATION MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT.

This PLAN SUPPORT AGREEMENT (together with all exhibits attached hereto, the “Agreement”) is made and entered into as of May 13, 2012, by and among:

- (a) Residential Capital, LLC (“ResCap”) and certain of its direct and indirect subsidiaries (collectively, the “Debtors”);¹
- (b) Ally Financial Inc., on behalf of its direct and indirect subsidiaries other than the Debtors, (collectively, “Ally”); and
- (c) the undersigned holders, and authorized investment managers for holders, of Securities (as defined below) backed by mortgage loans held by the Covered Trusts (as defined below) (each, a “Consenting Claimant” and collectively, the “Consenting Claimants”).

The Consenting Claimants, together with the Debtors and Ally, are defined collectively as the “Parties.”

¹ The Debtors are: Ditech, LLC; DOA Holding Properties, LLC; DOA Holdings NoteCo, LLC; DOA Properties IX (Lots-Other), LLC; EPRE LLC; Equity Investment I, LLC; ETS of Virginia, Inc.; ETS of Washington, Inc.; Executive Trustee Services, LLC; GMAC Model Home Finance I, LLC; GMAC Mortgage USA Corporation; GMAC Mortgage, LLC; GMAC Residential Holding Company, LLC; GMACM Borrower LLC; GMACR Mortgage Products, LLC; GMAC-RFC Holding Company, LLC; GMACRH Settlement Services, LLC; HFN REO SUB II, LLC; Home Connects Lending Services, LLC; Homecomings Financial, LLC; Homecomings Financial Real Estate Holdings, LLC; Ladue Associates, Inc.; Passive Asset Transactions, LLC; PATI A, LLC; PATI B, LLC; PATI Real Estate Holdings, LLC; RAHI A, LLC; RAHI B, LLC; RAHI Real Estate Holdings, LLC; RCSFJV2004, LLC; Residential Accredit Loans, Inc.; Residential Asset Mortgage Products, Inc.; Residential Asset Securities Corporation; Residential Capital, LLC; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential Consumer Services of Texas, LLC; Residential Consumer Services, LLC; Residential Funding Company, LLC; Residential Funding Mortgage Exchange, LLC; Residential Funding Mortgage Securities I, Inc.; Residential Funding Mortgage Securities II, Inc.; Residential Funding Real Estate Holdings, LLC; Residential Mortgage Real Estate Holdings, LLC; RFC Asset Holdings II, LLC; RFC Asset Management, LLC; RFC Borrower LLC; RFC Construction Funding, LLC; RFC SFJV-2002, LLC; and RFC-GSAP Servicer Advance, LLC.

RECITALS

WHEREAS, each of the Debtors is contemplating filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, the Consenting Claimants hold, and/or are authorized investment managers for holders of, certain notes, bonds and/or certificates (collectively, the “Securities”) backed by mortgage loans held by certain of the securitization trusts identified on the attached **Exhibit A** (the “Covered Trusts”), and the Covered Trusts assert claims (each, a “Rep and Warranty Claim”), as defined in section 101(5) of the Bankruptcy Code, against the Debtors arising out of alleged breaches of representations and warranties and other provisions contained in Pooling and Servicing Agreements, Assignment and Assumption Agreements, Indentures, Mortgage Loan Purchase Agreements and/or other agreements governing the securitization of mortgage loans by and activities of the Covered Trusts (collectively, the “Governing Agreements”);

WHEREAS, the Consenting Claimants have indicated their intent under the Governing Agreements to seek action by the trustees under the Covered Trusts (each a “Trustee”) to compel the Debtors or Ally to cure the alleged breaches of representations and warranties, and to assert other breaches, and the Debtors and Ally dispute such allegations of breach and waive no rights, and preserve all of their defenses, with respect to such allegations and putative cure requirements;

WHEREAS, the Debtors and the Consenting Claimants have engaged in arm’s-length, good faith negotiations regarding the restructuring of the Debtors and have agreed upon (i) a term sheet, as set forth in **Exhibit B** attached hereto (the “Plan Term Sheet”), for a chapter 11 plan of reorganization, (ii) a proposed settlement that the Debtors will pursue and diligently prosecute pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure that would resolve claims of the trustees for the Covered Trusts and other RMBS trusts (the “Other RMBS Trusts” and, together with the Covered Trusts, the “Trusts”), against the Debtors (the “RMBS Trust Settlement Agreement”), and (iii) a settlement between the Debtors and Ally, to be embodied in a chapter 11 plan of reorganization (such plan, the “Plan”, and such agreement, the “AFI Settlement Agreement” a copy of which is attached as Exhibit 4 to the Plan Term Sheet), pursuant to which Ally will contribute value, including a cash contribution in an amount of no less than \$750 million (the “Cash Contribution”) to ResCap to facilitate the Plan in exchange for Ally and ResCap resolving claims asserted by each against the other and resolving third party claims alleged against Ally relating to ResCap;²

² For the avoidance of doubt, as used herein, the term “Plan” means a chapter 11 plan of reorganization that contains the same terms set forth in, and is otherwise consistent with, the Plan Term Sheet, the AFI Settlement Agreement and this Agreement. In the event of any inconsistencies with the terms and conditions of this Agreement and the Plan Term Sheet, the terms and conditions of the Plan Term Sheet shall control. Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan Term Sheet and the AFI Settlement Agreement.

WHEREAS, in accordance with the terms of this Agreement, the Parties have agreed to work together to facilitate consummation of the RMBS Trust Settlement Agreement, the AFI Settlement Agreement, the Plan Term Sheet and confirmation of the Plan and the transactions contemplated thereby (collectively, the “Restructuring”); and

NOW, THEREFORE, in consideration of the foregoing and the promises, mutual covenants, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. The Settlement and the Restructuring.

(a) The Restructuring will be implemented pursuant to cases commenced by the Debtors under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in accordance with this Agreement;

(b) On or prior to May 14, 2012, the Debtors shall file voluntary petitions commencing the Chapter 11 Cases in the Bankruptcy Court (the date of such filings, the “Petition Date”);

(c) Each of the Parties agrees to negotiate in good faith the Definitive Documents (as defined in the Plan Term Sheet), including the Plan and a disclosure statement describing the Plan (the “Disclosure Statement”), both of which shall contain the same terms set forth in, and be materially consistent with, the Plan Term Sheet and AFI Settlement Agreement, and, shall be materially consistent with the methodology of allocation of sale proceeds, settlement proceeds, and all other matters that determine distributions to creditors as set forth in the May 9, 2012 and May 12, 2012 Executive Summaries (the “Executive Summaries”) given by Debtors’ counsel to the steering committee appointed by the Consenting Claimants (the “Steering Committee”), and the Plan or a motion filed in connection with the sale of the Debtors’ mortgage loan origination business shall provide for the assumption and assignment of all or substantially all of the pooling and servicing agreements (and any similar agreements) of the Trusts; and

(d) Each of the Parties acknowledges that one or more of the Consenting Claimants may act as an investment manager or investment adviser for other entities that are not a Consenting Claimant (each, a “Consenting Claimant Client”). The Consenting Claimant Clients hold or may hold individual claims against one or more of the Debtors or against Ally that do not belong to the Consenting Claimants. Nothing in this Agreement shall be deemed to waive or compromise the right of any Consenting Claimant Client to appear on its own behalf in the Debtors’ Chapter 11 cases to pursue any of their respective rights. By their signatures hereunder, all Parties acknowledge that the Consenting Claimants do not waive, release or extinguish any claims under the securities or anti-fraud laws of the United States or of any state belonging to any Consenting Claimant Client.

Section 2. The Debtors' Obligations Under this Agreement.

2.1 Settlement of Allowed Claims

As long as a Debtor Termination Event or Ally Termination Event (as defined herein) has not occurred, or has occurred but has been duly waived in accordance with the terms hereof, the Debtors agree to:

- (a) orally present this RMBS Trust Settlement Agreement in court on the Petition Date, including the agreed allowed claim amount; file a motion in the Bankruptcy Court as soon as practicable, but in no event later than fourteen (14) days after the Petition Date for approval of the RMBS Trust Settlement Agreement and the compromise contained therein; and obtain an order from the Bankruptcy Court approving such motion by the earlier of (i) 60 days after the Petition Date and (ii) the date on which the Disclosure Statement is approved by the Bankruptcy Court;
- (b) for 60 days following the Petition Date, offer to all Other RMBS Trusts a settlement of their claims on the same economic terms as for the Covered Trusts; and
- (c) take any and all other reasonably necessary actions in furtherance of the RMBS Trust Settlement Agreement and the compromise contemplated thereby.

2.2 Implementation of the Restructuring.

As long as a Debtor Termination Event has not occurred, or has occurred but has been duly waived in accordance with the terms hereof, the Debtors agree to:

- (a) Use best efforts to effectuate and consummate the Restructuring contemplated by the Plan Term Sheet, including the AFI Settlement Agreement, so long as the AFI Settlement Agreement includes the Cash Contribution, in accordance with the deadlines and conditions specified in the milestones set forth on **Exhibit C** attached hereto (the "Milestones");
- (b) file a motion in the Bankruptcy Court within 21 days after the Petition Date seeking authority to perform under this Agreement and to use their commercially reasonable efforts to obtain an order from the Bankruptcy Court approving such motion contemporaneously with approval of the Disclosure Statement;
- (c) obtain any and all required regulatory approvals and material third-party approvals for confirmation and effectiveness of the Plan; and
- (d) take any and all reasonably necessary actions in furtherance of the Plan.

Notwithstanding anything in this Agreement to the contrary, the Consenting Claimants have not waived their right to file an objection to a motion of the holders of the ResCap 9 5/8% bonds requesting payment of any interest on account of their ResCap 9 5/8% bond claims that may be due and owing after the Petition Date.

The Debtors also agree to move, as part of the motion to approve this Agreement, for permission for the filing under seal of any Rule 2019 disclosure required in the Bankruptcy Case, subject to confidential review solely by the Court, the Office of the United States Trustee, any official committee of unsecured creditors appointed in the Chapter 11 Cases, and Ally.

2.3 Conditions Precedent to Payment by Debtors.

Notwithstanding the filing of the motion described in section 2.1(a) with the Bankruptcy Court, or entry of an order of the Bankruptcy Court approving such motion, no payment shall be made to the Covered Trusts prior to the effective date of the Plan.

2.4 The Debtors' Fiduciary Obligations.

Notwithstanding anything contained in this Agreement to the contrary, following the good faith determination by the Debtors and their respective Boards of Directors that a proposal or offer for a chapter 11 plan or other restructuring transaction that is not consistent with the transaction contemplated hereby (an "Alternative Restructuring") constitutes a proposal that is reasonably likely to be more favorable than the Restructuring to the Debtors' estates, their creditors, and other parties to whom the Debtors owe fiduciary duties, and receipt of approval by the Debtors' Boards of Directors to pursue such Alternative Restructuring, the Debtors may immediately terminate their obligations under this Agreement by written notice to counsel for the Consenting Claimants and Ally, and all obligations of the Consenting Claimants and their obligees under this Agreement shall be terminated immediately; provided, however, that an Alternative Restructuring shall be no less favorable to the Consenting Claimants than the Restructuring contemplated by the Plan.

Section 3. The Consenting Claimants' Obligations Under this Agreement.

3.1 Support of Restructuring.

As long as a Consenting Claimant Termination Event (as defined herein) has not occurred, or has occurred but has been duly waived in accordance with the terms hereof, the Consenting Claimants each agree to, and, promptly after the execution of this Agreement, shall Direct the Trustees, in accordance with the terms and conditions of the Governing Agreements, to:

- (a) Support (as defined below) the prosecution of the Debtors' first- and second-day pleadings (including interim and final relief thereof, as applicable) including those pleadings listed on **Exhibit D** hereto; provided that if giving any Direction is impracticable, the Consenting Claimant Steering Committee shall request and Support the Trustees to accommodate the relief sought by the Debtors;
- (b) Use commercially reasonable efforts (including a public statement of counsel requesting others to join), which do not require the expenditure of funds or undertaking of any obligation, to obtain agreement to this Agreement and the RMBS Trust Settlement Agreement from holders of Securities backed by mortgage loans held by the Covered Trusts other than the Consenting Claimants

party to this Agreement on the first day of its execution, substantially in the form attached hereto as **Exhibit E**;

- (c) Support the Debtors' efforts to pursue the Restructuring contemplated by the Plan Term Sheet and the AFI Settlement Agreement (including the Cash Contribution set forth therein);
- (d) Support the Debtors' prosecution of their Chapter 11 Cases consistent with this Agreement, the Plan Term Sheet, and the AFI Settlement Agreement, including the Cash Contribution set forth therein and take no action otherwise adverse to the Debtors during the Chapter 11 Cases;
- (e) Support entry of an injunction staying litigation against Ally and current and former directors and officers of Ally and ResCap during the pendency of the Chapter 11 Cases;
- (f) Permit all disclosures in the Disclosure Statement and any filings by the Debtors and Ally with any regulatory agency to which the Debtors and Ally may be subject, of the contents of this Agreement, including the aggregate amount and nature of Rep and Warranty Claims;
- (g) Support entry of any order approving the Disclosure Statement to permit solicitation of the Plan;
- (h) Direct the Trustees to vote to accept the Plan, provided, however, that (i) the Bankruptcy Court has entered an order approving the Disclosure Statement, (ii) the Consenting Claimants have been properly solicited pursuant to section 1125 of the Bankruptcy Code, and (iii) the material terms of the Plan and the Disclosure Statement are consistent with the terms of the Plan Term Sheet and incorporate terms no less favorable than the AFI Settlement Agreement; and
- (i) Support confirmation of the Plan and approval of any settlement with Ally, whether or not such settlement is provided for under a plan of reorganization, including approval of third party releases in Ally's favor, on terms no less favorable than the AFI Settlement Agreement (including the Cash Contribution set forth therein), or any comparable sale under Section 363 of the Bankruptcy Code that provides and is conditioned on the same AFI Settlement Agreement (including the Cash Contribution set forth therein) and provides the same benefits to the Trusts and take no action otherwise adverse to Ally during the Chapter 11 Cases.

"Support" means to take commercially reasonable actions that do not require the expenditure of funds or undertaking of any obligations, including active participation in court hearings by counsel to the Consenting Claimants, attending meetings, and working with the Trustees to facilitate acceptance of the compromise contemplated by the Settlement Agreement. The Debtors and Ally acknowledge that the Consenting Claimants' Support obligation is made for themselves and, to the extent each of them has the authority, with respect to any other entities, account holders, or accounts for which or on behalf of which it is signing this Agreement. The

Consenting Claimants reasonably believe, and will inform the Bankruptcy Court and the Trustees, that the contemplated Plan is in the best interests of holders of Securities in the Trusts. This agreement of Support does not bar any Consenting Claimant Client from taking any contrary position. “Direct” means to provide, and “Direction” means, a written direction, but does not require the giving of any indemnity or other payment obligation.

3.2 Amendments to Governing Agreements.

The Consenting Claimants agree to use commercially reasonable efforts (which shall not require the giving of any indemnity or other payment obligation or expenditure of out-of-pocket funds) to negotiate any request by the Debtors or the Trustees for Trusts that are being assumed, and if any Trustee shall require a vote of the certificate or note holders with respect thereto, shall vote in favor of (to the extent agreement is reached) any amendment to the relevant Governing Agreements and related documents requested by the Debtors in order to permit “Advances” (as it or any similar term may be defined in the Governing Agreements) to be financeable and to make such other amendments thereto as may be reasonably requested by the Debtors in accordance with any agreement to acquire all or substantially all of the Debtors’ servicing assets pursuant to the Restructuring and the Plan, so long as such changes would not cause material financial detriment to the Trusts, their respective trustees, certificate or note holders, or the Consenting Claimants.

3.3 Transfer of Claims or Securities.

The Consenting Claimants currently and collectively hold Securities representing in aggregate 25% of the voting rights in one or more classes of Securities of not less than 290 of the Covered Trusts. The Consenting Claimants, collectively, shall maintain holdings aggregating 25% of the voting rights in one or more classes of Securities of not less than 235 of the Covered Trusts (“Requisite Holdings”) until the earliest of: (i) confirmation of the Plan, (ii) December 31, 2012, (iii) a Consenting Claimant Termination Event, (iv) a Debtor Termination Event, or (v) an Ally Termination Event; provided, however, that any reduction in Requisite Holdings caused by: (a) sales by Maiden Lane I and Maiden Lane III; or (b) exclusion of one or more trusts due to the exercise of Voting Rights by a third party guarantor or financial guaranty provider, shall not be considered in determining whether the Requisite Holdings threshold has been met. If the Requisite Holdings are not maintained, each of Ally and ResCap shall have the right to terminate the Agreement, but neither Ally nor ResCap shall terminate the Agreement before each it has conferred in good faith with the Consenting Claimants concerning whether termination is warranted. For the avoidance of doubt, other than as set forth above, this Agreement shall not restrict the right of any Consenting Claimant to sell or exchange any Securities issued by a Trust free and clear of any encumbrance. The Consenting Claimants will not sell any of the Securities for the purpose of avoiding their obligations under this Agreement, and each Consenting Claimant (except Maiden Lane I and Maiden Lane III) commits to maintain at least one position in one of the Securities in one of the Trusts until the earliest of the dates set forth above. If the Debtor or Ally reach a similar agreement to this with another bondholder group, the Debtor and Ally will include a substantially similar proportionate holdings requirement in that agreement as contained herein.

3.4 Further Acquisition of Claims or Securities.

This Agreement shall in no way be construed to preclude the Consenting Claimants or any of their affiliates (as defined in section 101(2) of the Bankruptcy Code) from acquiring additional Securities or claims against the Debtors following the Consenting Claimants' execution of the Agreement; provided, however, that any such additional Securities acquired by a commonly managed portfolio of the Consenting Claimants that are signatory hereto shall automatically be deemed to be subject to the terms of this Agreement. The Consenting Claimants further agree that they will not knowingly create any subsidiary or affiliate for the sole purpose of acquiring any Securities without causing such affiliate to become a Party hereto prior to such acquisition.

3.5 Representation of the Consenting Claimants' Holdings.

Each of the Consenting Claimants represents that:

- (a) it has the authority to take the actions contemplated by this Agreement, to the extent that it has the authority with respect to any other entities, account holders, or accounts for which or on behalf of which it is signing this Agreement;
- (b) it holds, or is the authorized investment manager for the holders of, the securities listed in the schedule attached hereto as **Exhibit F**, in the respective amounts set forth therein by CUSIP number, that such schedule was materially accurate as of the date set forth for the respective institution, and that since the date set forth for the Consenting Claimant the Consenting Claimant has not, in the aggregate, materially decreased the Consenting Claimant's holdings in the Securities;
- (c) in connection with the Direction to be provided to the Trustees hereunder, it shall deliver to the Debtors and Ally signed copies of the holdings certifications it provides to the Trustees of the Covered Trusts promptly after the certifications are provided to the Trustees; and
- (d) lead counsel to the Consenting Claimants, Gibbs & Bruns, has represented to ResCap that the Consenting Claimants have aggregate holdings of securities of greater than 25% of the voting rights in one or more classes of the securities, certificates or other instruments backed by the mortgages held by each of the Covered Trusts (as defined in the Plan Support Agreement).

The Debtors and the Consenting Claimants agree that the aggregate amount of the holdings of capitalized securities of the Consenting Claimants may be disclosed publicly, but that the individual holdings shall remain confidential, subject to review by the Bankruptcy Court, the Office of the United States Trustee, and any official committee of unsecured creditors appointed in the Chapter 11 Cases, and the Debtors shall, in connection with seeking approval of entry into this Agreement, seek a protective order as to such holdings.

3.6 Fiduciary Obligations of Consenting Claimants if Serving On Creditors' Committee. Any Consenting Claimants who serve on the official committee of unsecured

creditors appointed in the Chapter 11 Cases shall not be restricted in any manner by this Agreement from taking any actions or inaction in its capacity as a member of that committee.

Section 4. Obligations of Ally Under this Agreement

- (a) Ally consents to, and shall not object to, approval of the RMBS Trust Settlement Agreement or any allowance of the claims of the Trusts in any amount at or less than the aggregate amount of \$8,700,000,000, or to any allocation of such claims among the Trusts reasonably proposed by the Consenting Claimants.
- (b) Ally shall comply with the AFI Settlement Agreement in accordance with the terms and conditions thereof.

Section 5. Mutual Obligations of the Parties Under this Agreement.

As long as a Termination Event has not occurred or has occurred but has been duly waived in accordance with the terms hereof, each of the Parties agrees that it shall not:

- (a) directly or indirectly seek, solicit, support, or vote in favor of any Alternative Restructuring that could reasonably be expected to prevent, delay, or impede the Restructuring contemplated by the Plan Term Sheet and the AFI Settlement Agreement or that is inconsistent with this Agreement, unless the Debtors, the Requisite Consenting Claimants and Ally have all agreed, in writing, to pursue an Alternative Restructuring;
- (b) directly nor indirectly (i) engage in, continue, or otherwise participate in any negotiations regarding any Alternative Restructuring, (ii) enter into a letter of intent, memorandum of understanding, agreement in principle, or other agreement relating to any Alternative Restructuring, or (iii) withhold, withdraw, qualify, or modify its approval or recommendation of this Agreement, the Plan Term Sheet, the Plan, the Restructuring, or the AFI Settlement Agreement, including the Cash Contribution set forth therein;
- (c) encourage any other entity to object to, delay, impede, appeal, or take any other action, directly or indirectly, to interfere with the Restructuring;
- (d) take any action that is inconsistent with this Agreement, the Plan Term Sheet, the AFI Settlement Agreement, including the Cash Contribution set forth therein, or the Plan, or that would obstruct or delay approval of the Disclosure Statement or confirmation and consummation of the Plan; and
- (e) Notwithstanding anything else in this Agreement to the contrary (including Section 2), (i) if a Consenting Claimant or its investment advisor has in place an informational wall with respect to this matter, it shall not be a breach of this Agreement if persons screened from confidential information make public statements with respect to this matter, or take actions with respect to other claims and securities that are not subject to this Agreement, that do not support the Restructuring, Plan, or RMBS Trust Settlement Agreement, and (ii) the Debtors

and Ally shall have the right to consider and pursue any Alternative Restructuring that is not materially worse for the Consenting Claimants.

Section 6. Termination.

6.1 Consenting Claimant Termination Events.

The term “Consenting Claimant Termination Event,” wherever used in this Agreement, means any of the following events (whatever the reason for such Termination Event and whether it is voluntary or involuntary):

- (a) Any of the Debtors or Ally has breached any material provision of this Agreement or the RMBS Trust Settlement Agreement and any such breach has not been duly waived by the Requisite Consenting Claimants;
- (b) any material modification is made to the Plan Term Sheet or the Plan that is not in form and substance satisfactory to the Requisite Consenting Claimants;
- (c) any of the Definitive Documents (as defined in the Plan Term Sheet), including the Plan, is filed with the Bankruptcy Court by the Debtors and is inconsistent with the Plan Term Sheet in any material respects, unless otherwise acceptable to the Requisite Consenting Claimants;
- (d) the Bankruptcy Court has entered an order in any of the Chapter 11 Cases appointing (i) a trustee under chapter 7 or chapter 11 of the Bankruptcy Code, (ii) a responsible officer, or (iii) an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in sub-clauses (3) and (4) of section 1106(a) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code;
- (e) conversion or dismissal of the Chapter 11 Cases of any of the Debtors;
- (f) any termination or lifting of any of the Debtors’ exclusivity to file a plan of reorganization;
- (g) any breach or termination of (i) any purchase and sale agreement for the Debtors’ mortgage loan origination business or loans held for sale business or (ii) the AFI Settlement Agreement;
- (h) any default or event of default under any debtor-in-possession financing obtained by the Debtors;
- (i) any order entered permitting Ally to lift the automatic stay provided under Bankruptcy Code section 362 (the “Automatic Stay”) that has a material adverse effect on the Consenting Claimants;

- (j) any order granted to any other secured lender to lift the Automatic Stay with respect to any material assets of the Debtors that has a material adverse effect on the Consenting Claimants;
- (k) any court has entered a final, non-appealable judgment or order declaring this Agreement or any material portion hereof to be unenforceable, or the filing of a motion to reject this Agreement; or
- (l) the Debtors fail to comply with the deadlines and conditions set forth in the Milestones.

6.2 Debtor and Ally Termination Events.

The terms “Debtor Termination Event” and “Ally Termination Event,” wherever used in this Agreement, mean a breach of any material provision of this Agreement or the RMBS Trust Settlement Agreement by Consenting Claimants, whatever the reason for such Termination Event and whether it is voluntary or involuntary.

6.3 Beneficiaries of Termination Rights.

The Consenting Claimant Termination Events, the Debtor Termination Events, and the Ally Termination Events (collectively, “Termination Events”) in Section 6 are intended solely for the benefit of the Debtors, Ally and the Consenting Claimants; provided, however, that the Consenting Claimants, Ally or a Debtor may not seek to terminate this Agreement based upon a material breach or a failure of a condition (if any) in this Agreement arising out of its own actions or omissions.

6.4 Termination Event Procedures.

Upon the occurrence of a Debtor Termination Event or an Ally Termination Event, this Agreement shall automatically terminate without further action of the Parties or action or order of the Bankruptcy Court unless no later than five (5) business days after the occurrence of such Termination Event, the occurrence of such Termination Event is waived in writing by the Debtors or Ally, respectively. Upon the occurrence of a Consenting Claimant Termination Event, this Agreement shall only terminate after the Requisite Consenting Claimants provide Ally and the Debtors with three-days’ advance written notice of termination. In the event the Agreement is terminated, the Parties shall not have any continuing liability or obligation under the Agreement and each Party shall have all the rights and remedies available to it under applicable law; provided, however, that no such termination shall relieve any Party from liability for its breach or non-performance of its obligations hereunder prior to the date of termination.

The Parties hereby waive any requirement under section 362 of the Bankruptcy Code to lift the Automatic Stay in connection with giving any such notice (and agree not to object to any non-breaching Party seeking to lift the Automatic Stay in connection with giving any such notice, if necessary). Any such termination (or partial termination) of the Agreement shall not restrict the Parties’ rights and remedies for any breach of the Agreement by any Party, including, but not limited to, the reservation of rights set forth in Section 8 hereof.

6.5 Mutual Consent to Termination.

In addition to the Termination Events set forth in sections 6.1 and 6.2 hereof, this Agreement shall be terminable immediately upon written notice to all of the Parties of the written agreement of the Requisite Consenting Claimants, the Debtors and Ally to terminate this Agreement.

6.6 Termination As a Result of the Effective Date.

On the effective date of the Plan, the Plan shall supersede and replace this Agreement.

Section 7. Mutual Representations, Warranties, and Covenants.

Each Party makes the following representations, warranties, and covenants to each of the other Parties, each of which are continuing representations, warranties, and covenants:

7.1 Good Faith.

The Parties agree to negotiate in good faith all of the documents and transactions described in the Plan Term Sheet and in this Agreement.

7.2 Enforceability.

Subject to Section 10.8 of this Agreement and the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is a legal, valid, and binding obligation, enforceable against the Debtors, Ally and the Consenting Claimants in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

7.3 No Consent or Approval.

Except as expressly provided in this Agreement, no consent or approval is required by any other entity in order for it to carry out the provisions of this Agreement.

7.4 Power and Authority.

The Parties are duly organized, validly existing, and in good standing under the laws of their jurisdictions of organization and the Parties have all requisite corporate, partnership, or limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement and the Plan Term Sheet.

7.5 Authorization.

The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership, or limited liability company action on its part.

7.6 Governmental Consents.

Subject to the provisions of section 10.8 of the Agreement, the execution, delivery, and performance by the Parties of this Agreement does not and shall not require any registration or filing with or consent or approval of, or notice to, or other action to, with or by, any federal, state, or other governmental authority or regulatory body, except such filings as may be necessary and/or required under the federal securities laws or as necessary for the approval of a disclosure statement and confirmation of the Plan by the Bankruptcy Court.

7.7 No Conflicts.

The execution, delivery, and performance of this Agreement, after taking into account screening walls, does not and shall not: (a) violate any provision of law, rule, or regulation applicable to it or, in the case of the Debtors, any of its subsidiaries; (b) violate its certificate of incorporation, bylaws (or other formation documents in the case of a limited liability company) or, in the case of the Debtors, those of any of its subsidiaries; or (c) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or, in the case of the Debtors, any of its subsidiaries is a party.

Section 8. No Waiver of Participation and Preservation of Rights.

The Plan Term Sheet provides for an agreed plan treatment with respect to claims held by the Consenting Claimants against the Debtors and for releases of claims held by, among others, the Consenting Claimants against Ally. Subject to the terms and conditions contained in Plan Term Sheet and the RMBS Trust Settlement Agreement, nothing herein is intended to, does or shall be deemed in any manner to waive, limit, impair, or restrict the ability of the Consenting Claimants to protect and preserve their rights, remedies, and interests, including their claims against any of the Debtors, any liens or security interests they may have in any assets of any of the Debtors, or their full participation in the Chapter 11 Cases, except as may be inconsistent with the provisions of this Agreement. Without limiting the foregoing sentence in any way, if the transactions contemplated by this Agreement or otherwise set forth in the Plan Term Sheet are not consummated as provided herein, if a Termination Event occurs or if this Agreement is otherwise terminated for any reason, the Parties each fully reserve any and all of their respective rights, remedies and interests.

Section 9. Acknowledgement.

THIS AGREEMENT, THE PLAN TERM SHEET, AND THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN, ARE THE PRODUCT OF NEGOTIATIONS BETWEEN THE PARTIES AND THEIR RESPECTIVE REPRESENTATIVES. EACH PARTY HEREBY ACKNOWLEDGES THAT THIS AGREEMENT IS NOT AND SHALL NOT BE DEEMED TO BE A SOLICITATION OF VOTES FOR THE ACCEPTANCE OF A CHAPTER 11 PLAN FOR THE PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE OR OTHERWISE. THE DEBTORS WILL NOT SOLICIT ACCEPTANCES OF THE PLAN FROM THE CONSENTING CLAIMANTS UNTIL THE CONSENTING CLAIMANTS HAVE BEEN PROVIDED WITH COPIES OF A DISCLOSURE STATEMENT APPROVED BY THE BANKRUPTCY COURT. EACH

PARTY FURTHER ACKNOWLEDGES THAT NO SECURITIES OF ANY DEBTOR ARE BEING OFFERED OR SOLD HEREBY AND THAT THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OF ANY DEBTOR.

Section 10. Miscellaneous Terms.

10.1 Voluntaryness; Binding Obligation; Assignment.

- (a) **Voluntaryness.** Each Party acknowledges that it has read all of the terms of this Agreement, has had an opportunity to consult with counsel of its own choosing or voluntarily waived such right and enters into this Agreement voluntarily and without duress.
- (b) **Binding Obligation.** Subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is a legally valid and binding obligation of the Parties and their respective members, officers, directors, agents, financial advisors, attorneys, employees, partners, affiliates, successors, assigns, heirs, executors, administrators, and representatives, other than a trustee or similar representative appointed in the Chapter 11 Cases, enforceable in accordance with its terms, and shall inure to the benefit of the Parties and their respective members, officers, directors, agents, financial advisors, attorneys, employees, partners, affiliates, successors, assigns, heirs, executors, administrators, and representatives. Nothing in this Agreement, express or implied, shall give to any Entity, other than the Parties and their respective members, officers, directors, agents, financial advisors, attorneys, employees, partners, affiliates, successors, assigns, heirs, executors, administrators, and representatives, any benefit or any legal or equitable right, remedy or claim under this Agreement.
- (c) **Assignment.** No rights or obligations of any Party under this Agreement may be assigned or transferred to any other entity except as provided in Section 3.3.
- (d) **Several Obligations of Consenting Claimants.** The representations, warranties and covenants applicable to each of the Consenting Claimants shall be several and neither joint nor joint and several.

10.2 Further Assurances.

The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the agreements and understandings of the Parties, whether the same occurs before or after the date of this Agreement.

10.3 No Admission of Breach or Wrongdoing.

The Debtors and Ally have denied and continue to deny any breach, fault, liability, or wrongdoing. This denial includes breaches of representations and warranties, violations of state or federal securities laws, and other claims sounding in contract or tort in connection with any

securitizations, including those for which the Debtors or Ally were the Seller, Servicer and/or Master Servicer. Neither this Plan Support Agreement nor the RMBS Trust Settlement Agreement, whether or not consummated, any proceedings relating to this Plan Support Agreement or the RMBS Trust Settlement Agreement, nor any of the terms of the Plan Support Agreement or the RMBS Trust Settlement Agreement, whether or not consummated, shall be construed as, or deemed to be evidence of, an admission or concession on the part of the Debtors or Ally with respect to any claim or of any breach, liability, fault, wrongdoing, or damage whatsoever, or with respect to any infirmity in any defense that the Debtors or Ally have or could have asserted.

10.4 No Admission Regarding Claim Status.

The Debtors and Ally expressly state that neither this Agreement, whether or not consummated, any proceedings relating to this Agreement, nor any of the terms of this Agreement, whether or not consummated, shall be construed as, or deemed to be evidence of, an admission or concession on the part of the Debtors or Ally that any claims asserted by the Consenting Claimants are not contingent, unliquidated or disputed. The Consenting Claimants expressly state that in the event this Agreement is not consummated or is terminated, neither this Agreement, nor any proceedings relating to this Agreement, nor any of the terms of this Agreement, shall be construed as, or deemed to be evidence of, an admission or concession on the part of the Consenting Claimants that any claims asserted by the Consenting Claimants and Trustees are not limited to the amounts set forth in this Agreement or are of any particular priority.

10.5 Headings.

The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

10.6 Governing Law.

THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PRINCIPLES THEREOF.

Further, by its execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees that the United States District Court for the Southern District of New York shall have jurisdiction to enforce this Agreement, provided, however, that, upon commencement of the Chapter 11 Cases, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement.

10.7 Complete Agreement, Interpretation, and Modification.

- (a) **Complete Agreement.** This Agreement and the Plan Term Sheet constitute the complete agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between or among the Parties with respect thereto.

- (b) **Interpretation.** This Agreement is the product of negotiation by and among the Parties. Any Party enforcing or interpreting this Agreement shall interpret it in a neutral manner. There shall be no presumption concerning whether to interpret this Agreement for or against any Party by reason of that Party having drafted this Agreement, or any portion thereof, or caused it or any portion thereof to be drafted.
- (c) **Modification of Restructuring Agreements.** This Agreement and the Plan Term Sheet may only be modified, altered, amended, or supplemented by an agreement in writing signed by the Debtors, Ally and the Consenting Claimants.

10.8 Execution.

This Agreement may be executed and delivered (by facsimile or otherwise) in any number of identical counterparts, each of which, when executed and delivered, shall be deemed an original and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

10.9 Remedies.

- (a) Specific Performance.

It is understood that money damages are not a sufficient remedy for any breach of this Agreement, and the Parties shall have the right, in addition to any other rights and remedies contained herein, to seek specific performance, injunctive, or other equitable relief from the Bankruptcy Court as a remedy for any such breach. The Parties hereby agree that specific performance shall be their only remedy for any violation of this Agreement.

10.10 Settlement Discussions.

This Agreement and the Restructuring are part of a proposed settlement among the Parties with respect to the Plan treatment of claims including the Rep and Warranty Claims. Nothing herein shall be deemed an admission of any kind by ResCap, Ally and the Consenting Claimants. To the extent provided by Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

10.11 Consideration.

The Debtors, Ally and the Consenting Claimants hereby acknowledge that no consideration, other than that specifically described herein and in the Plan shall be due or paid to the Consenting Claimants for their agreement to support confirmation of the Plan in accordance with the terms and conditions of this Agreement, other than the Debtors' agreement to use commercially reasonable efforts to obtain approval of the Disclosure Statement and to seek confirmation of the Plan in accordance with the terms and conditions of the Plan.

10.12 Third Party Beneficiaries.

There are no third party beneficiaries of this Agreement.

10.13 Notices.

All notices hereunder shall be deemed given if in writing and delivered, if sent by facsimile, courier, or by registered or certified mail (return receipt requested) to the following addresses (or at such other addresses or facsimile numbers as shall be specified by like notice):

- (a) if to the Debtors, to: Residential Capital, LLC, 8400 Normandale Lake Boulevard, Suite 350, Minneapolis, Minnesota 55437; Attn: Tammy Hamzehpour; with copies to: Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York, 10104, Attn: Larren Nashelsky, Gary Lee and Anthony Princi;
- (b) if to the Consenting Claimants to: Gibbs & Bruns LLP, 1100 Louisiana, Suite 5300, Houston, TX 77002; Attn: Kathy D. Patrick; and Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036-8704; Attn: D. Ross Martin and Keith H. Wofford; and
- (c) if to Ally to: Ally Financial, Inc., 200 Renaissance Center, P.O. Box 200, Detroit, Michigan 48265-2000, Attn: William Soloman; with copies to: Kirkland & Ellis, 601 Lexington Avenue, New York, NY 10022, Attn: Ray Schrock.

Any notice given by delivery, mail, or courier shall be effective when received. Any notice given by facsimile shall be effective upon oral or machine confirmation of transmission.

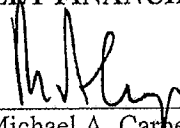
* * * * *

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first
above written.

**RESIDENTIAL CAPITAL, LLC, on
behalf of itself and its subsidiaries**

By: _____
Name: _____
Its: _____

ALLY FINANCIAL INC., on behalf of Ally

By:  _____
Name: Michael A. Carpenter
Its: Chief Executive Officer

Dated: _____, 2012

CONSENTING CLAIMANT

By: _____
Name: _____
Its: _____
Telephone: _____
Facsimile: _____

Description of Rep and Warranty Claims
held by Consenting Claimant:

Description: _____

Description and aggregate amount of any
additional claims against the Debtors other
than Rep and Warranty Claims:

\$ _____
Description: _____

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: Tammy Hamzehpour
Name: Tammy Hamzehpour
Its: General Counsel

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: _____, 2012

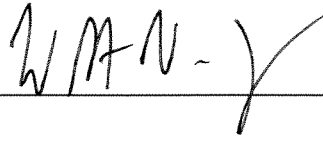
CONSENTING CLAIMANT

By: _____
Name: _____
Its: _____
Telephone: _____
Facsimile: _____

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

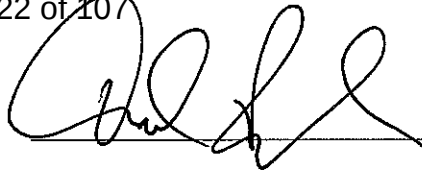
Description: _____

A handwritten signature in black ink, appearing to read "W. Stephen Venable, Jr.", written over a horizontal line.

Western Asset Management Company

Name: **W. Stephen Venable, Jr.**
Title: **Attorney**

Dated: May ___, 2012

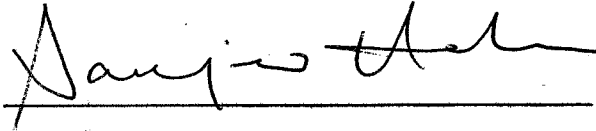
A handwritten signature in black ink, appearing to read 'David S. Royal', is written over a horizontal line.

Thrivent Financial for Lutherans

Name: David S. Royal

Title: Vice President and Deputy General
Counsel

Dated: May 11, 2012



Handwritten signature of Santeev Handa, with a circled "JDM" to the right.

*Teachers Insurance and Annuity Association of
America*

Name: SANTEEV HANDA

Title: MANAGING DIRECTOR


Dated: May 13, 2012

*The TCW Group, Inc. on behalf of itself and its
subsidiaries*



Name: Michael E. Cahill

Title: Executive Vice President



Name: David S. DeVito

Title: Executive Vice President

Dated: May ___, 2012

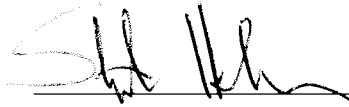


Pacific Investment Management Company LLC

Name: Douglas M. Hodge

Title: Chief Operating Officer

Dated: May 13, 2012



*Maiden Lane LLC and Maiden Lane III LLC by
Federal Reserve Bank of New York, as
managing member*

Name: Stephanie Heller

Title: Senior Vice President and Deputy General Counsel

Dated: May ____, 2012

A handwritten signature in black ink, appearing to read 'H. Zuckerman', is written over a horizontal line.

Neuberger Berman Europe Limited

Name: HEATHER ZUCKERMAN

Title: DIRECTOR

Dated: May 13, 2012

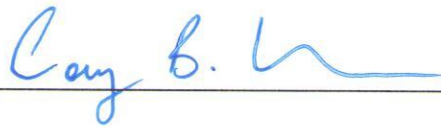
A handwritten signature in cursive script, reading "Nancy Mueller Handal", is written over a horizontal line.

Metropolitan Life Insurance Company

Name: Nancy Mueller Handal

Title: Managing Director

Dated: May __13__, 2012



Kore Advisors, L.P.

Name: Cory B. Nass

Title: General Counsel

Dated: May __, 2012


Gerald T. Lins

ING Investment Management Co. LLC

Name: *Gerald T. Lins*

Title: *Managing Director and Secretary*

Dated: May 13, 2012



ING Investment Management LLC

Name: Christine Hurtsellers

Title: Executive Vice President

Dated: May 11, 2012

SERW

Goldman Sachs Asset Management, L.P.

Name:

Title:

Dated: May 10, 2012

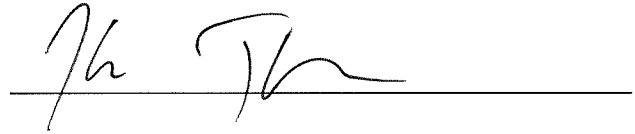


Federal Home Loan Bank of Atlanta

Name: Reginald T. O'Shields

Title: General Counsel and Senior Vice
President

Dated: May __, 2012

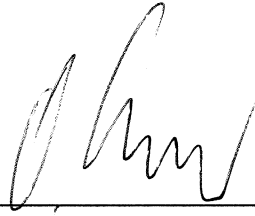
A handwritten signature in black ink, appearing to read 'Jh' followed by a stylized flourish, is written over a horizontal line.

Cascade Investment, L.L.C.

Name: Keith Traverse

Title: Authorized Representative

Dated: May __, 2012



*Bayerische Landesbank, acting through
its New York Branch*

Name: Oliver Molitor

Title: Executive Vice President

Dated: May ___, 2012



*Bayerische Landesbank, acting through
its New York Branch*

Name: Bert von Stuelpnagel

Title: Executive Vice President

Dated: May ___, 2012

A handwritten signature in black ink, appearing to read "Randy Robertson", is written over a horizontal line.

*BlackRock Financial Management Inc. and its
advisory affiliates*

Name: **RANDY ROBERTSON**

Title: **MANAGING DIRECTOR**

Dated: May 11, 2012



AEGON USA Investment Management, LLC

Name:

Title:

Dated: May 13, 2012

Exhibit A- Trusts

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2004-AR1	635.0	2004-QS12	424.3
2004-AR2	510.1	2004-QS13	129.2
2004-GH1	224.1	2004-QS14	212.9
2004-HE1	1,292.3	2004-QS15	213.7
2004-HE2	711.5	2004-QS16	534.7
2004-HE3	977.3	2004-QS2	292.3
2004-HE4	1,018.0	2004-QS3	207.8
2004-HE5	700.0	2004-QS4	320.6
2004-HI1	235.0	2004-QS5	293.7
2004-HI2	275.0	2004-QS6	156.5
2004-HI3	220.0	2004-QS7	449.2
2004-HLTV1	175.0	2004-QS8	271.0
2004-HS1	477.1	2004-QS9	105.1
2004-HS2	604.1	2004-RP1	199.5
2004-HS3	284.0	2004-RS1	1,400.0
2004-J1	401.0	2004-RS10	1,250.0
2004-J2	400.6	2004-RS11	925.0
2004-J3	350.0	2004-RS12	975.0
2004-J4	600.1	2004-RS2	875.0
2004-J5	551.9	2004-RS3	600.0
2004-J6	408.0	2004-RS4	1,100.0
2004-KR1	2,000.0	2004-RS5	1,050.0
2004-KR2	1,250.0	2004-RS6	1,000.0
2004-KS1	950.0	2004-RS7	1,183.7
2004-KS10	986.0	2004-RS8	900.0
2004-KS11	692.7	2004-RS9	950.0
2004-KS12	541.8	2004-RZ1	485.0
2004-KS2	990.0	2004-RZ2	475.0
2004-KS3	675.0	2004-RZ3	360.0
2004-KS4	1,000.0	2004-RZ4	276.6
2004-KS5	1,175.0	2004-S1	307.7
2004-KS6	1,000.0	2004-S2	362.0
2004-KS7	850.0	2004-S3	228.3
2004-KS8	600.0	2004-S4	460.3
2004-KS9	600.0	2004-S5	423.5
2004-PS1	100.1	2004-S6	527.2
2004-QA1	201.3	2004-S7	105.3
2004-QA2	365.1	2004-S8	311.0
2004-QA3	320.1	2004-S9	645.9
2004-QA4	290.2	2004-SA1	250.1
2004-QA5	325.1	2004-SL1	632.9
2004-QA6	720.3	2004-SL2	499.0
2004-QS1	319.9	2004-SL3	222.5
2004-QS10	216.6	2004-SL4	206.5
2004-QS11	217.5	2004-SP1	233.7

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2004-SP2	145.1	2005-KS8	1,165.8
2004-SP3	306.9	2005-KS9	487.0
2004-VFT	820.7	2005-NC1	870.8
2005-AA1	265.6	2005-QA1	296.7
2005-AF1	235.5	2005-QA10	621.8
2005-AF2	296.9	2005-QA11	525.1
2005-AHL1	463.7	2005-QA12	285.2
2005-AHL2	434.2	2005-QA13	560.2
2005-AHL3	488.8	2005-QA2	501.0
2005-AR1	399.8	2005-QA3	500.0
2005-AR2	458.4	2005-QA4	525.2
2005-AR3	523.7	2005-QA5	241.8
2005-AR4	386.1	2005-QA6	575.5
2005-AR5	597.2	2005-QA7	575.0
2005-AR6	592.0	2005-QA8	519.5
2005-EFC1	1,101.5	2005-QA9	650.5
2005-EFC2	679.3	2005-QO1	711.1
2005-EFC3	731.9	2005-QO2	425.1
2005-EFC4	707.8	2005-QO3	500.6
2005-EFC5	693.3	2005-QO4	797.0
2005-EFC6	672.7	2005-QO5	1,275.1
2005-EFC7	698.2	2005-QS1	214.6
2005-EMX1	792.8	2005-QS10	265.7
2005-EMX2	620.4	2005-QS11	213.6
2005-EMX3	674.5	2005-QS12	528.9
2005-EMX4	492.6	2005-QS13	639.2
2005-EMX5	380.0	2005-QS14	615.8
2005-HE1	991.1	2005-QS15	431.5
2005-HE2	1,113.5	2005-QS16	428.0
2005-HE3	988.0	2005-QS17	540.1
2005-HI1	240.0	2005-QS2	213.0
2005-HI2	240.0	2005-QS3	475.6
2005-HI3	224.9	2005-QS4	211.7
2005-HS1	853.8	2005-QS5	214.0
2005-HS2	577.5	2005-QS6	265.1
2005-HSA1	278.8	2005-QS7	370.0
2005-J1	525.5	2005-QS8	104.1
2005-KS1	708.8	2005-QS9	371.0
2005-KS10	1,299.2	2005-RP1	343.1
2005-KS11	1,339.3	2005-RP2	301.1
2005-KS12	1,117.2	2005-RP3	282.5
2005-KS2	543.4	2005-RS1	975.0
2005-KS3	413.5	2005-RS2	725.0
2005-KS4	411.1	2005-RS3	741.3
2005-KS5	401.8	2005-RS4	522.4
2005-KS6	596.2	2005-RS5	497.5
2005-KS7	387.6	2005-RS6	1,183.2

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2005-RS7	493.0	2006-HI4	272.7
2005-RS8	660.0	2006-HI5	247.5
2005-RS9	1,179.0	2006-HLTV1	229.9
2005-RZ1	203.8	2006-HSA1	461.4
2005-RZ2	333.7	2006-HSA2	447.9
2005-RZ3	340.0	2006-HSA3	201.0
2005-RZ4	411.2	2006-HSA4	402.1
2005-S1	463.1	2006-HSA5	295.6
2005-S2	260.9	2006-J1	550.0
2005-S3	183.1	2006-KS1	840.1
2005-S4	259.4	2006-KS2	977.5
2005-S5	258.2	2006-KS3	1,125.9
2005-S6	412.9	2006-KS4	687.8
2005-S7	311.7	2006-KS5	687.1
2005-S8	312.3	2006-KS6	529.1
2005-S9	366.6	2006-KS7	532.7
2005-SA1	295.2	2006-KS8	535.9
2005-SA2	500.8	2006-KS9	1,197.1
2005-SA3	675.2	2006-NC1	536.8
2005-SA4	850.5	2006-NC2	745.2
2005-SA5	355.3	2006-NC3	504.9
2005-SL1	370.5	2006-QA1	603.9
2005-SL2	168.9	2006-QA10	375.5
2005-SP1	831.0	2006-QA11	372.4
2005-SP2	490.2	2006-QA2	394.0
2005-SP3	285.7	2006-QA3	398.5
2006-AR1	508.7	2006-QA4	304.4
2006-AR2	373.0	2006-QA5	695.6
2006-EFC1	593.2	2006-QA6	625.8
2006-EFC2	387.6	2006-QA7	588.2
2006-EMX1	424.6	2006-QA8	795.1
2006-EMX2	550.1	2006-QA9	369.2
2006-EMX3	773.6	2006-QH1	337.9
2006-EMX4	661.7	2006-QO1	901.2
2006-EMX5	580.2	2006-QO10	895.7
2006-EMX6	620.5	2006-QO2	665.5
2006-EMX7	495.3	2006-QO3	644.8
2006-EMX8	698.6	2006-QO4	843.2
2006-EMX9	728.8	2006-QO5	1,071.6
2006-HE1	1,274.2	2006-QO6	1,290.3
2006-HE2	626.2	2006-QO7	1,542.4
2006-HE3	1,142.3	2006-QO8	1,288.1
2006-HE4	1,159.1	2006-QO9	895.6
2006-HE5	1,244.5	2006-QS1	323.8
2006-HI1	214.2	2006-QS10	533.6
2006-HI2	237.4	2006-QS11	751.5
2006-HI3	223.2	2006-QS12	541.3

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2006-QS13	641.0	2006-SP3	291.9
2006-QS14	753.7	2006-SP4	303.9
2006-QS15	538.6	2007-EMX1	692.9
2006-QS16	752.1	2007-HE1	1,185.9
2006-QS17	537.0	2007-HE2	1,240.9
2006-QS18	1,181.9	2007-HE3	350.6
2006-QS2	881.7	2007-HI1	255.0
2006-QS3	969.8	2007-HSA1	546.8
2006-QS4	752.3	2007-HSA2	1,231.4
2006-QS5	698.0	2007-HSA3	796.4
2006-QS6	858.8	2007-KS1	415.6
2006-QS7	537.5	2007-KS2	961.5
2006-QS8	966.3	2007-KS3	1,270.3
2006-QS9	540.1	2007-KS4	235.9
2006-RP1	293.0	2007-QA1	410.1
2006-RP2	317.0	2007-QA2	367.0
2006-RP3	290.4	2007-QA3	882.4
2006-RP4	357.4	2007-QA4	243.5
2006-RS1	1,173.6	2007-QA5	504.1
2006-RS2	785.6	2007-QH1	522.3
2006-RS3	741.6	2007-QH2	348.4
2006-RS4	887.5	2007-QH3	349.5
2006-RS5	382.6	2007-QH4	401.0
2006-RS6	372.2	2007-QH5	497.5
2006-RZ1	483.8	2007-QH6	597.0
2006-RZ2	368.6	2007-QH7	347.0
2006-RZ3	688.3	2007-QH8	560.1
2006-RZ4	851.8	2007-QH9	594.4
2006-RZ5	505.1	2007-QO1	625.1
2006-S1	367.1	2007-QO2	529.3
2006-S10	1,087.7	2007-QO3	296.3
2006-S11	623.2	2007-QO4	502.8
2006-S12	1,204.3	2007-QO5	231.2
2006-S2	260.6	2007-QS1	1,297.4
2006-S3	337.8	2007-QS10	435.8
2006-S4	313.9	2007-QS11	305.8
2006-S5	678.1	2007-QS2	536.7
2006-S6	599.6	2007-QS3	971.6
2006-S7	469.7	2007-QS4	746.9
2006-S8	416.3	2007-QS5	432.7
2006-S9	442.3	2007-QS6	808.3
2006-SA1	275.1	2007-QS7	803.3
2006-SA2	791.3	2007-QS8	651.8
2006-SA3	350.9	2007-QS9	707.0
2006-SA4	282.3	2007-RP1	334.4
2006-SP1	275.9	2007-RP2	263.3
2006-SP2	348.1	2007-RP3	346.6

Deal Name	Original Issue Balance (in Thousands)
2007-RP4	239.2
2007-RS1	478.3
2007-RS2	376.8
2007-RZ1	329.3
2007-S1	522.5
2007-S2	472.2
2007-S3	575.3
2007-S4	314.5
2007-S5	524.8
2007-S6	707.7
2007-S7	419.1
2007-S8	488.8
2007-S9	172.4
2007-SA1	310.8
2007-SA2	385.1
2007-SA3	363.8
2007-SA4	414.9
2007-SP1	346.6
2007-SP2	279.3
2007-SP3	298.1
Grand Total	220,987.7

EXHIBIT B

**RESIDENTIAL CAPITAL LLC AND
CERTAIN OF ITS DIRECT AND INDIRECT SUBSIDIARIES**

**TERM SHEET FOR PROPOSED
JOINT CHAPTER 11 PLAN OF REORGANIZATION**

This term sheet (the “Term Sheet”) describes the principal terms of a proposed joint plan (the “Plan”) of reorganization (the “Reorganization”) of Residential Capital LLC (“ResCap” or the “Company”) and each subsidiary of the Company that files as a debtor in possession in a case in the United States Bankruptcy Court for the Southern District of New York (collectively, the “Debtors”).

THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN. SUCH OFFER OR SOLICITATION ONLY WILL BE MADE IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

PARTIES:

Debtors

The following entities are Debtors under the Plan:

Ditech, LLC; DOA Holding Properties, LLC; DOA Holdings NoteCo, LLC; DOA Properties IX LLC; EPRE LLC; Equity Investment I, LLC; ETS of Virginia, Inc.; ETS of Washington, Inc.; Executive Trustee Services, LLC; Foreign Obligation Exchange, Inc. 2003-H12; Foreign Obligation Exchange, Inc. 2003-H14; GMAC Model Home Finance I, LLC; GMAC Mortgage USA Corporation; GMAC Mortgage, LLC; GMAC Residential Holding Company, LLC; GMACR Mortgage Products, LLC; GMAC-RFC Holding Company, LLC; GMACRH Settlement Services, LLC; HFN REO SUB II, LLC; Home Connects Lending Services, LLC; Homecoming Financial, LLC; Homecomings Financial Real Estate Holdings, LLC; Ladue Associates, Inc.; Passive Asset Transactions, LLC; PATI A, LLC; PATI B, LLC; PATI Real Estate Holdings, LLC; Phoenix Residential Securities, LLC; RAHI A, LLC; RAHI B, LLC; RAHI Real Estate Holdings, LLC; RCSFJV2004, LLC; Residential Accredit Loans, Inc.; Residential Asset Mortgage Products, Inc.; Residential Asset Securities Corporation; Residential Capital, LLC; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential

	<p>Consumer Services of Texas, LLC; Residential Consumer Services, LLC; Residential Funding Company, LLC; Residential Funding Mortgage Exchange, LLC; Residential Funding Mortgage Securities I, Inc.; Residential Funding Mortgage Securities II, Inc.; Residential Funding Real Estate Holdings, LLC; Residential Mortgage Real Estate Holdings, LLC; RFC Asset Holdings II, LLC; RFC Asset Management, LLC; RFC Construction Funding, LLC; RFC SFJV-2002, LLC; and RFC-GSAP Servicer Advance, LLC.</p> <p>The Plan proposes partial consolidation for Plan purposes only with the following Debtor entities: (a) ResCap, GMAC Residential Holding Company, LLC (“<u>GMACM Holding</u>”), and GMAC-RFC Holding Company, LLC (“<u>RFC Holding</u>” and, together with ResCap and GMACM Holding, the “<u>ResCap Debtors</u>”); (b) each of the Debtor subsidiaries of GMACM Holding (collectively, the “<u>GMACM Debtors</u>”); and (c) each of the Debtor subsidiaries of RFC Holding (collectively, the “<u>RFC Debtors</u>”).</p>
DIP Lenders	Barclays Bank PLC and any other lenders that are parties to the DIP Financing Facility
Purchaser	Nationstar Mortgage LLC (the “ <u>Stalking Horse Bidder</u> ”) or, if the Stalking Horse Bidder is not the Winning Bidder at the Auction, the Winning Bidder.

Prepetition Secured Lenders¹	<p>(a) Ally Financial Inc. (“<u>AFI</u>” and, together with its direct and indirect subsidiaries (other than ResCap and its subsidiaries, collectively, “<u>Ally</u>”) under (i) that certain senior secured credit facility agreement (the “<u>AFI Revolver</u>”), as amended and restated on December 30, 2009, and (ii) that certain secured loan agreement, as amended and restated on December 30, 2009 (the “<u>AFI LOC</u>”);</p> <p>(b) Citibank N.A. (“<u>Citibank</u>”) under that certain \$158 million revolving facility (the “<u>Citibank MSR Facility</u>”); and</p> <p>(c) Federal National Mortgage Association (“<u>Fannie Mae</u>”), under that certain Term Sheet dated August 10, 2010, as amended and restated as of January 18, 2011 and as further amended on July 29, 2011 (the “<u>FNMA EAF Facility</u>”).</p>
Junior Secured Noteholders	Holders of 9.625% junior secured notes due 2015 issued by ResCap (the “ <u>Junior Secured Notes</u> ”).
Senior Unsecured Noteholders	Holders of senior unsecured notes (the “ <u>Senior Unsecured Notes</u> ”) consisting of U.S. dollar denominated notes maturing between June 2012 and June 2015, euro denominated notes maturing in May 2012, and U.K. sterling denominated notes maturing between May 2013 and July 2014, each issued by ResCap, under the Indenture dated as of June 24, 2005, and certain supplements thereto.
Treatment of Subservicing Agreement	The Bankruptcy Court shall enter an order, approving the continued performance under the Subservicing Agreement attached hereto as <u>Exhibit 1</u> on an interim basis within five (5) business days of the Petition Date, and on a final basis within fifty (50) days of the Petition Date, unless Ally in its sole discretion extends such dates.
Treatment of Shared Services Agreement	The Bankruptcy Court shall enter an order approving the performance under the Shared Services Agreement attached to the Ally Settlement Agreement as Exhibit 7 on an interim basis within five (5) business days of the Petition Date, and on a final basis within fifty (50) days of the Petition Date, unless Ally in its sole discretion extends such dates.
Treatment of GNMA	The Bankruptcy Court shall enter an order, approving the

¹ This Term Sheet is conditioned upon the GSAP Facility and BMMZ Repo Facility being refinanced by the DIP Financing Facility.

Forward Flow Agreement	continued performance under the GNMA Forward Flow Agreement attached hereto as <u>Exhibit 2</u> on an interim basis within five (5) business days of the Petition Date, and on a final basis within fifty (50) days of the Petition Date, unless Ally in its sole discretion extends such dates.
Automatic Stay Extension Motion	The Debtors shall file a motion to extend the automatic stay under section 362 of the Bankruptcy Code to Ally during the Debtors' chapter 11 cases.
Subordination Rights	Except as expressly provided otherwise (including modification pursuant to the Plan Support Agreements), the Plan shall give effect to any subordination rights as required by section 510(a) of the Bankruptcy Code.
PLAN OF REORGANIZATION:	
Initiation of Chapter 11 Cases	<p>No later than May 14, 2012 (the "<u>Petition Date</u>"), each of the Debtors shall file with the Bankruptcy Court a voluntary petition under Chapter 11 of the Bankruptcy Code. Within thirty (30) days of the Petition Date, the Debtors shall file the Plan and related disclosure statement (the "<u>Disclosure Statement</u>") that incorporate, and are consistent with, the terms of this Term Sheet, and shall use commercially reasonable efforts to satisfy the terms of this Term Sheet, including the Consummation of the Plan.</p> <p>The Plan and Disclosure Statement shall be in form and substance satisfactory to the Debtors, Ally, and other parties that are party to the Plan Support Agreements.</p>
Plan Treatment	The Plan shall address, among other things: (a) obligations under the DIP Financing Facility; (b) obligations under the Prepetition Secured Facilities; (c) obligations under the Junior Secured Notes; (d) other secured obligations; (e) obligations under the Senior Unsecured Notes; (f) general unsecured obligations; (g) statutorily subordinated obligations; (h) intercompany obligations; and (i) equity interests including common stock, partnership interests, or other ownership interests, and rights related thereto.
Ally Settlement Agreement	The Plan will incorporate a settlement with Ally, as described in this Term Sheet and as set forth in the Ally Settlement Agreement pursuant to which Ally will agree to

	contribute the value set forth in the Ally Settlement Agreement to the Debtors' estates for, among other things, Debtor Releases and Third Party Releases (each as defined below), subject to Bankruptcy Court approval as part of the Plan.
Plan Funding	<p>The Plan will be funded with the proceeds derived from: (a) the Debtors' asset sale executed pursuant to the Platform Asset Purchase Agreement, attached hereto as <u>Exhibit 4</u>; (b) the Ally Settlement Agreement; (c) the Debtors' asset sale executed pursuant to the HFS Asset Purchase Agreement, attached to the Ally Settlement Agreement as <u>Exhibit 5</u>; and (d) other sales of the Debtors' assets (whether occurring before or after the Effective Date).</p> <p>The Ally Settlement proceeds will be allocated in any manner consistent with the Plan Support Agreements among the ResCap Debtors, GMACM Debtors, and RFC Debtors in the Debtors' sole discretion.</p>
TREATMENT OF CLAIMS AND INTERESTS:	
I. RESCAP DEBTORS	
Administrative Expense Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Administrative Expense Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business shall be paid in full in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions.
Priority Tax Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Priority Tax Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class R-1: Other Priority Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date,

	each holder of an allowed Other Priority Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.
Class R-2: AFI Revolver Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI Revolver Claim shall be satisfied by payment in full in cash in accordance with, and to the extent modified by, the Junior Secured Notes Plan Support Agreement, or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class R-3: Other Secured Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Secured Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class R-4: Junior Secured Notes Claims	<p>Impaired; entitled to vote on the Plan. The Junior Secured Notes Claims shall be Allowed in the aggregate amount of not less than \$2,120,452,000.</p> <p>Each holder of a Junior Secured Notes Claim shall receive, in full and final satisfaction of such a Claim and after giving full effect to the terms of the Junior Secured Notes Plan Support Agreement, treatment consistent with section 1129(b)(2)(A)(ii) of the Bankruptcy Code.</p>
Class R-5: Senior Unsecured Notes Claims	<p>Impaired; entitled to vote on the Plan. The Senior Unsecured Notes Claims shall be Allowed in the aggregate amount of principal plus interest prior to the Petition Date.</p> <p>Each holder of an Allowed Senior Unsecured Notes Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the ResCap Unsecured Claims Pool.</p>

Class R-6: Junior Secured Notes Deficiency Claims	Impaired; entitled to vote on the Plan. Each holder of an Allowed Junior Secured Notes Deficiency Claim shall receive, in full and final satisfaction of such Claim, its pro rata share of the ResCap Unsecured Claims Pool; <u>provided</u> , that at the Debtors' option, if the Junior Secured Notes Plan Support Agreement becomes effective, each holder of a Junior Secured Note will be deemed to have waived its right to receive any recovery on account of the Class R-6 Junior Secured Notes Deficiency Claims.
Class R-7: General Unsecured Claims	Impaired; entitled to vote on the Plan. Each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the ResCap Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.
Class R-8: Intercompany Claims	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Unless the Junior Secured Claims have been paid in full based upon their Secured Claims, Allowed Intercompany Claims shall receive in full satisfaction of such Allowed Intercompany Claims an amount equal to its pro rata share of ResCap Unsecured Claims Pool.
Class R-9: Section 510(b) Claims	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Section 510(b) Claims shall receive no recovery on account of such claims.
Class R-10: Equity Interests	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Equity Interests shall receive no recovery on account of such interests.
II. GMACM DEBTORS	
Administrative Expense Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Administrative Expense Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business shall be paid in full in the ordinary course of business in accordance with the terms

	and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions.
Priority Tax Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Priority Tax Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-1: Other Priority Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Priority Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.
Class GS-2: AFI Revolver Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI Revolver Claim shall be satisfied by payment in full in cash in accordance with, and to the extent modified by, the Junior Secured Notes Plan Support Agreement or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-3: AFI LOC Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI LOC Claim shall be satisfied by payment in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-4: Citibank Secured Lender Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Citibank Secured Lender Claim

	shall be satisfied by payment in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-5: FNMA EAF Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed FNMA EAF Claim shall be satisfied by payment in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-6: Other Secured Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Secured Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-7: Junior Secured Notes Claims	<p>Impaired; entitled to vote on the Plan. The Junior Secured Notes Claims shall be Allowed in the aggregate amount of not less than \$2,120,452,000.</p> <p>Each holder of a Junior Secured Notes Claim shall receive, in full and final satisfaction of such a Claim and after giving full effect to the terms of the Junior Secured Notes Plan Support Agreement, treatment consistent with section 1129(b)(2)(A)(ii) of the Bankruptcy Code.</p>
Class GS-8: Junior Secured Notes Deficiency Claims	<p>Impaired; entitled to vote on the Plan. Each holder of an Allowed Junior Secured Notes Deficiency Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the GMACM Unsecured Claims Pool, in accordance with, and to the extent modified by, the Junior Secured Notes Plan Support Agreement, unless the holder and applicable Debtor otherwise agree to a different treatment.</p> <p>Under no circumstances shall a Junior Secured Noteholder be entitled to receive aggregate distributions in excess of its Allowed Claims.</p>
Class GS-9: Rep and Warranty Contract	Impaired; entitled to vote on the Plan. Each holder of an Allowed Rep and Warranty Contract Claim shall receive, in

Claims	full and final satisfaction of such Claim, an amount equal to its pro rata share of the GMACM Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.
Class GS-10: General Unsecured Claims²	Impaired; entitled to vote on the Plan. Each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the GMACM Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.
Class GS-11: Intercompany Claims	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Unless the Junior Secured Claims have been paid in full based upon their Secured Claim, Allowed Intercompany Claims shall receive in full satisfaction of such Allowed Intercompany Claims an amount equal to its pro rata share of ResCap Unsecured Claims Pool.
Class GS-12: Section 510(b) Claims	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Section 510(b) Claims shall receive no recovery on account of such claims.
Class GS-13: Equity Interests	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Equity Interests shall receive no recovery on account of such interests.
II. RFC DEBTORS	
Administrative Expense Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Administrative Expense Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business shall be paid in full in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions.

² This Term Sheet assumes that the medium-term unsecured peso-denominated notes maturing in June 2012 issued by the non-Debtor Mexican subsidiary of ResCap and guaranteed by various Debtors will no longer constitute obligations of the Debtors following an exchange offer in Mexico in connection with the pending sale of equity of the subsidiary.

Priority Tax Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Priority Tax Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class RS-1: Other Priority Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Priority Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.
Class RS-2: AFI Revolver Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI Revolver Claim shall be satisfied by payment in full in cash in accordance with, and to the extent modified by the Junior Secured Notes Plan Support Agreement or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class RS-3: AFI LOC Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI LOC Claim shall be satisfied by payment in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class RS-4: Other Secured Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Secured Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

Class RS-5: Junior Secured Notes Claims	<p>Impaired; entitled to vote on the Plan. The Junior Secured Notes Claims shall be Allowed in the aggregate amount of not less than \$2,120,452,000.</p> <p>Each holder of a Junior Secured Notes Claim shall receive, in full and final satisfaction of such a Claim and after giving full effect to the terms of the Junior Secured Notes Plan Support Agreement, treatment consistent with section 1129(b)(2)(A)(ii) of the Bankruptcy Code.</p>
Class RS-6: Junior Secured Notes Deficiency Claims	<p>Impaired; entitled to vote on the Plan. Each holder of an Allowed Junior Secured Notes Deficiency Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the RFC Unsecured Claims Pool in accordance with, and to the extent modified by, the Junior Secured Notes Plan Support Agreement, unless the holder and applicable Debtor otherwise agree to a different treatment.</p> <p>Under no circumstances shall a Junior Secured Noteholder be entitled to receive aggregate distributions in excess of its Allowed Claims.</p>
Class RS-7: Rep and Warranty Contract Claims	<p>Impaired; entitled to vote on the Plan. Each holder of an Allowed Rep and Warranty Contract Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the RFC Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.</p>
Class RS-8: General Unsecured Claims	<p>Impaired; entitled to vote on the Plan. Each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the RFC Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.</p>
Class RS-9: Intercompany Claims	<p>Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims shall receive no recovery on account of such claims.</p>
Class RS-10: Section 510(b) Claims	<p>Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Section 510(b) Claims shall receive no recovery on account of such claims.</p>

Class RS-11: Equity Interests	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Equity Interests shall receive no recovery on account of such interests.
CONDITIONS TO CONFIRMATION & EFFECTIVE DATE:	
	<p>The Plan shall contain various usual and customary conditions precedent to confirmation and to the Effective Date that must be satisfied or waived.</p> <p>Such conditions to the Effective Date shall include, without limitation, the following:</p>
	<p>(a) the Plan shall be in form and substance consistent in all material respects with this Term Sheet and satisfactory to the Debtors, Ally and the Consenting Holders;</p> <p>(b) all AFI Revolver Claims and AFI LOC Claims, and additional Claims held by Ally, are Allowed in full and approved by the Bankruptcy Court without subordination of any kind unless otherwise agreed by Ally;</p> <p>(c) the Bankruptcy Court shall have entered the Confirmation Order, which such order will grant final approval of the Plan, the Asset Sales, the Debtor Releases, the Third Party Releases, and the Ally Settlement Agreement, all in the form and substance satisfactory to the Debtors, Ally and the Consenting Holders;</p> <p>(d) the Ally Settlement Agreement shall remain in full force and effect;</p> <p>(e) the HFS Asset Purchase Agreement shall be approved by the Bankruptcy Court in form and substance acceptable to the Debtors, the Consenting Holders, and Ally if Ally is the purchaser of such assets;</p> <p>(f) the Platform Asset Purchase Agreement shall have been approved by the Bankruptcy Court in form and substance satisfactory to the Debtors and Ally;</p>

	<p>(g) all material governmental and third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Term Sheet, including the Asset Sales, shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;</p> <p>(h) at no time shall the Bankruptcy Court have approved the appointment of an examiner with expanded powers;</p> <p>(i) at no time shall the Bankruptcy Court have approved the appointment of a trustee; and</p> <p>(j) no reduction in the value of Petition Date Collateral (as defined in the Junior Notes Plan Support Agreement) due to (i) the successful challenge of the validity of the liens on such Petition Date Collateral or (ii) a determination that any asset or assets that were designated by a Debtor as being Petition Date Collateral do not constitute Joint Collateral (as defined in the Junior Notes Plan Support Agreement), in an aggregate amount (taking into account additional Joint Collateral that was not specified as Petition Date Collateral) for all such assets that exceeds one hundred million dollars (\$100,000,000), based on the Debtors' book value as of February 29, 2012.</p>

DEFINITIVE DOCUMENTS:

	The transactions described in this Plan Term Sheet are subject in all respects to, among other things, definitive documentation, including:
	<p>(a) the Ally Settlement Agreement;</p> <p>(b) the Platform Asset Purchase Agreement, in which the Debtors shall, among other things, effectuate the sale to Purchaser of the Debtors' mortgage loan origination and servicing platform, including mortgage servicing rights and servicer advances,</p>

	<p>and certain other assets, in exchange for Purchaser's payment of a cash purchase price of approximately \$2.3 billion, plus other consideration, including reimbursements for prior expenses and the assumption of certain liabilities as set forth in the Platform Asset Purchase Agreement;</p> <p>(c) the HFS Asset Purchase Agreement, in which the Debtors shall, among other things, effectuate the sale to Ally of the Purchased Assets, as defined in the HFS Asset Purchase Agreement;</p> <p>(d) the Plan, the Disclosure Statement and the documents to be included in the Plan Supplement;</p> <p>(e) the Cash Collateral Order;</p> <p>(f) the DIP Financing Facility;</p> <p>(g) the Subservicing Agreement;</p> <p>(h) the Shared Services Agreement;</p> <p>(i) the GNMA Forward Flow Agreement; and</p> <p>(j) the Transition Services Agreement.</p>
RELEASES AND EXCULPATIONS:	
Releases	<p>The Plan shall contain Debtor and third party releases consistent with the Ally Settlement Agreement.</p> <p>The Order of the Bankruptcy Court confirming the Plan will permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, damages, demands, debts, rights, suits, Causes of Action, judgments, or liabilities released pursuant to the Plan.</p> <p>In addition, the Plan will include a mutual release of all claims between and among Ally and the holders of the Junior Secured Note Claims, which shall be in form and substance reasonably satisfactory to Ally and the Consenting Holders.</p>
Exculpation	The Debtors, Ally, the Consenting Holders, Trustees for

	<p>Trusts that accept the compromise proposed in the RMBS Trust Settlement Agreement in accordance with the terms therein, provided such agreement is approved and continues to be in effect, and their respective Representatives shall neither have, nor incur any liability to any entity for any pre-petition or post-petition act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, disseminating, implementing, administering, confirming, or effecting the Consummation of the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other pre-petition or post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Company; provided, that the foregoing provisions of this exculpation shall have no effect on the liability of any entity that results from any such act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.</p>
OTHER PRINCIPAL PLAN TERMS:	
Executory Contracts and Unexpired Leases	<p>Executory contracts and unexpired leases shall be rejected by the Debtors unless set forth on a schedule of assumed contracts and leases to be attached to the Platform Asset Purchase Agreement with Purchaser or otherwise assumed or rejected, prior to the Effective Date.</p>
Indemnification of Officers and Directors	<p>As set forth in the Ally Settlement Agreement.</p>
Compromise and Settlement	<p>The Plan shall contain customary provisions for the compromise and settlement of Claims stating that, notwithstanding anything in the Plan to the contrary, the allowance, classification, and treatment of allowed Claims and equity interests and their respective distributions take into account and conform to the relative priority and rights of such Claims and interests.</p>
Retention of Jurisdiction	<p>The Plan shall provide for a broad retention of jurisdiction by the Bankruptcy Court, including for: (a) resolution of Claims; (b) allowance of compensation and expenses for pre-Effective Date services; (c) resolution of motions,</p>

	adversary proceedings, or other contested matters; (d) entering such orders as necessary to implement or consummate the Plan and any related documents or agreements; (e) enforcement of the Plan Injunction; and (f) other purposes.
Resolution of Disputed Claims	The Plan shall provide customary terms for the resolution of disputed Claims and any reserves therefore.
Liquidating Trust	The Plan shall contain customary provisions for the establishment of a Liquidating Trust to administer the assets of the Debtors' Estates on and after the Effective Date in accordance with the Plan. The Liquidating Trust shall be subject to the oversight committee consistent with the provisions of Junior Secured Notes Plan Support Agreement.
Additional Provisions	The Plan shall contain other provisions customarily found in other similar plans of reorganization.
DEFINITIONS:	
	<u>"Administrative Expense Claim"</u> means any claim for costs and expenses of administration under section 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Debtors' estates and operating the businesses of the Debtors; (b) compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses allowed by the Bankruptcy Court under sections 327, 330, 331, 363, or 503(b) of the Bankruptcy Code to the extent incurred prior to the Effective Date; and (c) all fees and charges assessed against the Debtors' estates under section 1930, chapter 123, of title 28, United States Code.
	<u>"AFI"</u> means such term as defined in the section entitled "Prepetition Secured Lenders."
	<u>"AFI LOC"</u> means such term as defined in the section entitled "Prepetition Secured Lenders."
	<u>"AFI LOC Claim"</u> means any Secured Claim of AFI arising under the AFI LOC.

	“ <u>AFI Revolver</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>AFI Revolver Claim</u> ” means any Secured Claim of AFI arising under the AFI Revolver.
	“ <u>Allowed</u> ” means with respect to any Claim, except as otherwise provided herein: (a) a Claim that is scheduled by the Debtors in their Schedules as neither disputed, contingent nor unliquidated, and as to which the Debtors or other party in interest have not filed an objection by the Claims Objection Bar Date; (b) a Claim that either is not a Disputed Claim or has been Allowed by a Final Order; (c) a Claim that is Allowed (i) pursuant to the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith; (d) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not a Disputed Claim or (ii) has been Allowed by a Final Order; (e) a Claim that is Allowed pursuant to the terms of the Plan; or (f) a Disputed Claim as to which a proof of Claim has been timely filed and as to which no objection has been filed by the Claims Objection Bar Date.
	“ <u>Ally</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>Ally DIP Financing Facility</u> ” means the debtor-in-possession financing facility to be provided to the Debtors, attached hereto as <u>Exhibit 3</u> .
	“ <u>Ally Settlement Agreement</u> ” means the agreement between Ally and the Debtors, attached hereto as <u>Exhibit 5</u> .
	“ <u>Asset Sales</u> ” means, collectively, the sale of the Debtors’ servicing platform together with substantially all of the Debtors’ owned agency mortgage servicing rights pursuant to the Platform Asset Purchase Agreement, and the sale of certain of Ally’s collateral pursuant to the HFS Asset Purchase Agreement.
	“ <u>Auction</u> ” means an auction held in connection with the Asset Sales pursuant to the bidding procedures.
	“ <u>Bankruptcy Code</u> ” means Title 11 of the United States

	Code, 11 U.S.C. §§ 101 <i>et seq.</i>
	“ <u>Bankruptcy Court</u> ” means the United States Bankruptcy Court for the Southern District of New York.
	“ <u>Cash Collateral Order</u> ” means an order of the Bankruptcy Court authorizing the Debtors to use Ally’s cash collateral.
	“ <u>Causes of Action</u> ” means all actions, causes of action, Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third party claims, indemnity claims, contribution claims, or any other claims, disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.
	“ <u>Chapter 11 Cases</u> ” mean (a) when used with reference to a particular Debtor, the chapter 11 case to be filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases for all of the Debtors.
	“ <u>Citibank</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>Citibank MSR Facility</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>Citibank Secured Lender Claim</u> ” means any Secured Claim of Citibank arising under the Citibank MSR Facility.
	“ <u>Claim</u> ” has the meaning set forth in 11 U.S.C. § 101(5).
	“ <u>Company</u> ” means such term as defined in the preamble.
	“ <u>Confirmation Order</u> ” means the order of the Bankruptcy Court confirming the Plan pursuant to, among others, section 1129 of the Bankruptcy Code.
	“ <u>Consummation</u> ” means the occurrence of the Effective Date.

	“ <u>Creditor</u> ” means any holder of a Claim.
	“ <u>Debtor</u> ” means one of the Debtors, in its individual capacity as a debtor and debtor in possession in the Chapter 11 Cases.
	“ <u>Debtors</u> ” means such term as defined in the preamble.
	“ <u>DIP Financing Facility</u> ” means that certain Debtor-in-Possession Credit Agreement, dated on or around May 14, 2012, by and between the Debtors and Barclays Bank Plc, attached hereto as <u>Exhibit 6</u> .
	“ <u>Disclosure Statement</u> ” means such term as defined in the section entitled “Initiation of Chapter 11 Cases.”
	“ <u>DOJ/AG Settlement</u> ” means that certain Consent Judgment filed on March 12, 2012 in the United States District Court for the District of Columbia to which ResCap and AFI, among others, are parties.
	“ <u>Effective Date</u> ” means the date of substantial consummation of the Plan, which shall be the first business day upon which all conditions precedent to the effectiveness of the Plan are satisfied or waived in accordance with the Plan.
	“ <u>Estate</u> ” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 case pursuant to section 541 of the Bankruptcy Code.
	“ <u>Equity Interest</u> ” means an equity security (as defined in section 101 of the Bankruptcy Code) in any of the Debtors.
	“ <u>Fannie Mae</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>FNMA EAF Claim</u> ” means any Secured Claim of Fannie Mae arising under the FNMA EAF Facility.
	“ <u>FNMA EAF Facility</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>FRB Consent Order</u> ” means that certain Consent Order dated April 13, 2011 among ResCap, GMAC Mortgage,

	LLC, AFI, the Federal Reserve Board and the Federal Deposit Insurance Company.
	“ <u>General Unsecured Claim</u> ” means any and all Claims against any of the Debtors that are not a/an (a) Administrative Expense Claim; (b) Priority Tax Claim; (c) Other Priority Claim; (d) Secured Lender Claim; (e) Junior Secured Notes Claim; (f) Other Secured Claim; (g) Senior Unsecured Notes Claim; (h) Junior Secured Notes Deficiency Claim; (i) Rep and Warranty Contract Claim; or (j) Intercompany Claim.
	“ <u>GMACM Debtors</u> ” means such term as defined in the section entitled “Debtors.”
	“ <u>GMACM Unsecured Claims Pool</u> ” means the proceeds of any assets allocable to the GMACM Debtors remaining after distributions have been made under the Plan to each holder of an Allowed Administrative Expense Claim, Priority Tax Claim, Other Priority Tax Claim, Secured Lender Claim, Junior Secured Notes Claim, or Other Secured Claim against the GMACM Debtors.
	“ <u>GNMA Forward Flow Agreement</u> ” means that Amended and Restated Master Mortgage Loan Purchase and Sale Agreement between Ally Bank as Seller, and GMAC Mortgage, LLC as Purchaser, dated as of May 1, 2012.
	“ <u>HFS Asset Purchase Agreement</u> ” means that certain asset purchase agreement dated on or around May 14 by and between Ally and the Debtors, attached to the Ally Settlement Agreement as <u>Exhibit 5</u> .
	“ <u>Impaired</u> ” has the meaning set forth in section 1124 of the Bankruptcy Code.
	“ <u>Intercompany Claims</u> ” means any and all Claims of a Debtor against another Debtor. For the avoidance of doubt, Intercompany Claims do not include Claims that Ally may assert against the Debtors.
	“ <u>Intercreditor Agreement</u> ” means the agreement dated as of June 6, 2008, among Wells Fargo Bank, N.A., as First Priority Collateral Agent for the First Priority Secured Parties under the First Priority Documents, Wells Fargo Bank, N.A., as Second Priority Collateral Agent for the

	Second Priority Secured Parties under the Second Priority Documents, Wells Fargo Bank, N.A., as Third Priority Collateral Agent for the Third Priority Secured Parties under the Third Priority Documents, Ally, in its capacity as agent for the Lenders under the Loan Agreement, U.S. Bank National Association, as Trustee under the 2010 Indenture, U.S. Bank National Association, as Trustee under the 2015 Indenture, Residential Funding Company, LLC, GMAC Mortgage, LLC, and Residential Capital, LLC.
	“ <u>Junior Secured Notes</u> ” means such term as defined in the section entitled “Junior Secured Noteholders.”
	“ <u>Junior Secured Notes Claim</u> ” means any Secured Claim of the Junior Secured Noteholders under the Junior Secured Notes.
	“ <u>Junior Secured Notes Deficiency Claims</u> ” means any Claim of the Junior Secured Noteholders under the Junior Secured Notes to the extent such Claims are not Secured Claims.
	“ <u>Liquidating Trust</u> ” means the trust formed pursuant to the Plan for the purpose of holding, administering, and liquidating Estate assets on and after the Effective Date.
	“ <u>Other Priority Claim</u> ” means any Claim, other than an Administrative Expense Claim or Priority Tax Claim, that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.
	“ <u>Other Secured Claim</u> ” means any Secured Claim other than Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, Secured Lender Claims or Junior Secured Claims. For the avoidance of doubt, Other Secured Claims shall include Claims arising under the Barclays GSAP Facility.
	“ <u>Petition Date</u> ” means such term as defined in the section entitled “Initiation of the Chapter 11 Cases.”
	“ <u>Plan</u> ” means such term as defined in the preamble.
	“ <u>Plan Injunction</u> ” means that, from and after the Effective Date, all entities are permanently enjoined from commencing or continuing in any manner, any Cause of

	Action released or to be released pursuant to the Plan or the Confirmation Order.
	“ <u>Plan Supplement</u> ” means, with respect to the Plan, all exhibits, appendices, Plan supplement documents and related documents.
	“ <u>Plan Support Agreements</u> ” means the three plan support agreements to support the Plan among the Debtors and each of (i) Ally and members of the ad hoc committee of unaffiliated holders of the Junior Secured Notes holding at least 50% of all Junior Secured Notes (the “ <u>Junior Secured Notes Plan Support Agreement</u> ”), (ii) Ally and certain holders of securities backed by mortgage loans sold by the Debtors, and (iii) Ally Financial Inc., respectively.
	“ <u>Platform Asset Purchase Agreement</u> ” means that certain asset purchase agreement dated on or around May 14 by and between Purchaser and the Debtors, attached hereto as <u>Exhibit 4</u> .
	“ <u>Priority Tax Claim</u> ” means any Claim of a governmental unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.
	“ <u>Reorganization</u> ” means such term as defined in the preamble.
	“ <u>Reorganized Debtors</u> ” means, collectively, the Debtors after the Effective Date.
	“ <u>Representatives</u> ” means such person or entity’s respective members, partners, equity-holders, officers, directors, employees, representatives, advisors, attorneys, agents and professionals, each solely in its capacity as such.
	“ <u>ResCap</u> ” means such term as defined in the preamble.
	“ <u>ResCap Debtors</u> ” means such term as defined in the section entitled “Debtors.”
	“ <u>ResCap Unsecured Claims Pool</u> ” means the proceeds of any assets allocable to the ResCap Debtors remaining after distributions have been made under the Plan to each holder of an Allowed Administrative Expense Claim, Priority Tax Claim, Other Priority Tax Claim, Secured Lender Claim,

	Junior Secured Notes Claim, or Other Secured Claim against the GMACM Debtors.
	“ <u>RFC Debtors</u> ” means such term as defined in the section entitled “Debtors.”
	“ <u>RFC Unsecured Claims Pool</u> ” means the proceeds of any assets allocable to the RFC Debtors remaining after distributions have been made under the Plan to each holder of an Allowed Administrative Expense Claim, Priority Tax Claim, Other Priority Tax Claim, Secured Lender Claim, Junior Secured Notes Claim, or Other Secured Claim against the RFC Debtors.
	“ <u>RMBS Trust Settlement Agreement</u> ” means the agreement dated as of May 13, 2012 among Residential Capital, LLC and its direct and indirect subsidiaries and certain Institutional Investors, attached hereto as <u>Exhibit 7</u> .
	“ <u>Section 510(b) Claims</u> ” means any Claim arising from rescission of a purchase or sale of security (including any Interest) of the Debtors, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.
	“ <u>Secured Claim</u> ” means any Claim that is secured by a lien on property in which a Debtor’s estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in the applicable estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.
	“ <u>Secured Lender Claim</u> ” means any AFI Revolver Claim, AFI LOC Claim, Citibank Secured Lender Claim, or FNMA EAF Claim.
	“ <u>Senior Unsecured Claim</u> ” means any Claim of the Senior Unsecured Noteholders under the Senior Unsecured Notes.
	“ <u>Senior Unsecured Notes</u> ” means such term as defined in the section entitled “Senior Unsecured Noteholders.”

	“ <u>Shared Services Agreement</u> ” means the agreement between Ally and the Debtors, attached hereto as <u>Exhibit 8</u> .
	“ <u>Stalking Horse Bidder</u> ” means such term as defined in the section entitled “Purchaser.”
	“ <u>Subservicing Agreement</u> ” means the agreement between Ally Bank and the Debtors, attached hereto as <u>Exhibit 1</u> .
	“ <u>Term Sheet</u> ” means such term as defined in the preamble.
	“ <u>Transition Services Agreement</u> ” means the agreement between Ally and the Debtors, attached hereto as <u>Exhibit 9</u> .
	“ <u>Trustees</u> ” means the indenture trustees for the Trusts.
	“ <u>Trusts</u> ” means the securitization trusts identified on <u>Exhibit A</u> to the RMBS Trust Settlement Agreement.
	“ <u>Unimpaired</u> ” means Claims that are not Impaired.
	“ <u>Winning Bidder</u> ” means the party who submits the winning bid for the purchase of substantially all of the Debtors’ assets with an accompanying asset purchase agreement.

EXHIBIT 1
“Subservicing Agreement”

EXHIBIT 2
“GNMA Forward Flow Agreement”

EXHIBIT 3
“Ally DIP Financing Facility”

EXHIBIT 4
“Platform Asset Purchase Agreement”

EXHIBIT 5
“Ally Settlement Agreement”

EXHIBIT 6
“Barclays DIP Financing Facility”

EXHIBIT 7
“RMBS Trust Agreement”

EXHIBIT 8
“Shared Services Agreement”

EXHIBIT 9
“Transition Services Agreement”

EXHIBIT C

MILESTONES

The Debtors' failure to comply with the following milestones will result in a Termination Event under Section 6 of this Agreement:

1. Obtain interim approval of debtor-possession financing on or before May 18, 2012.
2. Obtain, final approval of debtor-possession financing on or before 50 days following the Petition Date.
3. Obtain approval of this Agreement by the earlier of (i) 60 days following the Petition Date and (ii) the date on which the Bankruptcy Court enters an order approving the Disclosure Statement.
4. Obtain entry of an order of the Bankruptcy Court approving the compromises contemplated by the RMBS Trust Settlement Agreement on or before 60 days following the Petition Date,
5. Obtain approval the Disclosure Statement on or before 90 days following the Petition Date.
6. Obtain approval of proposed bidding procedures for the sales of assets contemplated in the Executive Summaries on or before 90 days following the Petition Date.
7. Obtain confirmation of the Plan on or before October 31, 2012.
8. On or before December 15, 2012, the effective date of the Plan shall have occurred.

EXHIBIT D

LIST OF FIRST DAY MOTIONS

1. Debtors' Motion For Order Under Bankruptcy Rule 1015 Authorizing Joint Administration Of The Debtors' Chapter 11 Cases
2. Debtors' Application For An Order Appointing Kurtzman Carson Consultants LLC As Claims And Noticing Agent For The Debtors Pursuant To 28 U.S.C. § 156(c), 11 U.S.C. § 105(a), S.D.N.Y. LBR 5075-1 And General Order M-409
3. Debtors' Motion For Order Under Bankruptcy Code Section 521 And Bankruptcy Rule 1007(c) Extending Time For Filing Schedules And Statements
4. Debtors' Motion For An Order Under Bankruptcy Code Section 105(a) And Bankruptcy Rule 2002(a), (f), (l) And (m) (I) Waiving The Requirement That Each Debtor File A List Of Creditors, (II) Authorizing The Debtors To File A Consolidated List Of The Fifty Largest Unsecured Creditors, (III) Approving The Form And Manner Of Notice Of The Commencement Of The Debtors' Chapter 11 Cases And (IV) Approving Publication Notice To Borrowers
5. Debtors' Motion For Entry Of An Order Under Bankruptcy Code Sections 102(1), 105(a) and 105(d), Bankruptcy Rules 1015(c), 2002(m) and 9007 And Local Bankruptcy Rule 2002-2 Establishing Certain Notice, Case Management And Administrative Procedures
6. Debtors' Motion For Order Under Bankruptcy Code Sections 105(a), 345, 363, 364, And 503(b)(1) Authorizing (I) Continued Use Of Existing Cash Management Practices, (II) Continued Use Of Existing Bank Accounts, Checks, And Business Forms, (III) Interim Waiver Of The Investment And Deposit Requirements Of Bankruptcy Code Section 345, (IV) Debtors To Honor Specified Outstanding Prepetition Payment Obligations, And (V) Continuation Of Intercompany Transactions, Including Intercompany Transactions With Future Debtors, And Granting Administrative Expense Status To Intercompany Claims
7. Debtors' Motion For Interim and Final Orders Under Bankruptcy Code Sections 105(a), 363(b), 507(a), 1107 And 1108 And Bankruptcy Rule 6003 (I) Authorizing But Not Directing Debtors To (A) Pay And Honor Prepetition Wages, Compensation, Employee Expense And Employee Benefit Obligations; And (B) Maintain and Continue Employee Compensation And Benefit Programs; And (II) Directing Banks To Honor Prepetition Checks And Transfer Requests For Payment Of Prepetition Employee Obligations
8. Debtors' Motion For Interim And Final Orders Under Bankruptcy Code Sections 105(a), 363, 506(a), 507(a)(8), 541 And 1129 And Bankruptcy Rule 6003 Authorizing Payment Of Taxes And Regulatory Fees

9. Debtors' Motion For Order Under Bankruptcy Code Sections 105, 507 And 541 And Bankruptcy Rule 6003 Authorizing Debtors To Honor Certain Prepetition Obligations To Customers
10. Debtors' Motion For Interim And Final Orders Pursuant To Sections 105(a), 363, 364, 503(b), 1107(a) and 1108 Of The Bankruptcy Code Authorizing The Debtors To (I) Process And Where Applicable Fund Prepetition Mortgage Loan Commitments, (II) Continue Brokerage, Origination And Sale Activities Related To Loan Securitization, (III) Continue To Perform Under The Mortgage Loan Purchase And Sale Agreement With Ally Bank And Related Agreements, (IV) Pay Certain Prepetition Amounts Due To Critical Origination Vendors, And (IV) Continue Honoring Mortgage Loan Repurchase Obligations Arising In Connection With Loan Sales And Servicing, Each In The Ordinary Course Of Business
11. Debtors' Motion For Interim And Final Orders Under Sections 105(a), 361, 362, 363, 1107(a), And 1108 Of The Bankruptcy Code (I) Authorizing The Debtors To Continue In The Ordinary Course Of Business (A) Servicing Agency Loans; And (B) Foreclosure Activities Related To Certain Real Estate Owned By Fannie Mae, Freddie Mac, And Ginnie Mae, (II) Authorizing The Debtors To Pay Certain Prepetition Amounts Due To Critical Servicing Vendors And Foreclosure Professionals, (III) Granting Limited Stay Relief To Enable Borrowers To Assert Related Counter-Claims In Foreclosure Proceedings; (IV) Authorizing the Debtors To Use Cash Collateral Under The Fannie Mae EAF Facility; And (V) Granting Related Relief
12. Debtors' Motion For Interim And Final Orders Under Sections 105(a), 362, 363, 1107(a) And 1108 Of The Bankruptcy Code (I) Authorizing The Debtors To Continue In The Ordinary Course Of Business (A) Servicing Private Label Loans, And (B) Sale Activities Related To Certain Loans In Foreclosure And Real Estate Owned Property, And (II) Granting Limited Stay Relief To Enable Borrowers To Assert Related Counter-Claims In Foreclosure and Eviction Proceedings
13. Debtors' Motion For Interim And Final Orders Under Bankruptcy Code Sections 105(a) And 363 Authorizing The Debtors To Continue To Perform Under The Ally Bank Servicing Agreements In The Ordinary Course Of Business
14. Debtors' Motion Seeking Authority To Provide Notice To Borrowers That The Debtors Will Suspend Funding Draws Under Certain Home Equity Lines Of Credit
15. Debtors' Motion For Interim And Final Orders Under 11 U.S.C. §§ 105 And 363 Authorizing Residential Capital, LLC To Enter Into A Shared Services Agreement With Ally Financial Inc. *Nunc Pro Tunc* To The Petition Date For The Continued Receipt And Provision Of Shared Services Necessary For The Operation Of The Debtors' Businesses

16. Debtors' Motion For Entry Of Interim And Final Orders Pursuant To Bankruptcy Code Sections 361, 363, And 507(b) And Bankruptcy Rule 4001(b): (I) Authorizing The Use Of Cash Collateral And Related Relief, (II) Granting Adequate Protection And (III) Scheduling A Final Hearing (Citibank Cash Collateral)
17. Debtors' Motion For Interim And Final Orders Pursuant To Bankruptcy Code Sections 105, 361, 363, And 507(b) And Bankruptcy Rule 4001(b): (I) Authorizing The Use Of Cash Collateral And Related Relief, (II) Granting Adequate Protection And (III) Scheduling A Final Hearing (AFI/Secured Notes Cash Collateral)
18. Debtors' Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), And (m), 365 and 1123, and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 For Order: (A)(I) Authorizing and Approving Sale Procedures, Including Break-Up Fee and Expense Reimbursement; (II) Scheduling Bid Deadline and Sale Hearing; (III) Approving Form and Manner of Notice Thereof; and (IV) Granting Related Relief and (B)(I) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Authorizing and Approving Asset Purchase Agreements Thereto; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (IV) Granting Related Relief.
19. Debtors' Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), And (m) And 365 And 1123, And Fed R. Bankr. P. 2002, 6004, And 6006 For Orders: (a)(i) Authorizing And Approving Sale Procedures, Including Break-up Fee And Expense Reimbursement; (ii) Scheduling Bid Deadline And Sale Hearing; (iii) Approving Form And Manner Of Notice Thereof; And (iv) Granting Related Relief And (b)(i) Authorizing The Sale Of Certain Assets Free And Clear Of Liens, Claims, Encumbrances, And Other Interests; (ii) Authorizing And Approving Asset Purchase Agreements Thereto; (iii) Approving The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases Related Thereto; (iv) Granting Related Relief

LIST OF SECOND DAY OR POTENTIAL SECOND DAY MOTIONS

20. Motion To Assume And Assign Certain Executory Contracts And Unexpired Leases In Connection With The Proposed Sale of MSB Business And The Fixing Of Cure Amounts And Procedures Associated Therewith
21. Motion Pursuant To Section 365(a) Of The Bankruptcy Code For Authorization To Reject Executory Contract Between GMAC Mortgage Group, LLC, RESCAP Investments LLC, And Residential Capital, LLC
22. Debtors' Motion For Order Under Bankruptcy Code Sections 105(a) and 107(b) And Bankruptcy Rule 9018 Authorizing The Filing Under Seal of Certain Proposed Debtor In Possession Financing Fee Letters

23. Debtors' Motion For Order Under Bankruptcy Code Sections 105(a) And 107(a) And Bankruptcy Rule 9018 (I) Authorizing The Debtors To File Under Seal Confidentiality Exhibit To The Servicing Motion and (II) Limiting Notice Thereof
24. Debtors' Motion For Order Under Bankruptcy Code Sections 105(a) And 366 (I) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Service On Account Of Prepetition Invoices, (II) Approving Deposits As Adequate Assurance Of Payment, And (III) Establishing Procedures For Resolving Requests By Utility Companies For Additional Assurance Of Payment
25. Debtors' Application Pursuant To Section 327(a) Of The Bankruptcy Code, Bankruptcy Rules 2014 And 2016 And Local Rules 2014-1 And 2016-1, For Entry Of An Order Authorizing The Retention And Employment Of Morrison & Foerster LLP As Bankruptcy Counsel To The Debtors *Nunc Pro Tunc* To the Petition Date
26. Debtors' Application For Order Under Bankruptcy Code Sections 327(a) And 328(a), Bankruptcy Rule 2014(a) And Local Rule 2014-1 Authorizing The Employment And Retention Of FTI Consulting, Inc. As Financial Advisor *Nunc Pro Tunc* To The Petition Date
27. Debtors' Application For Order Under Bankruptcy Code Sections 327(a) And 328(a) Authorizing Employment And Retention Of Centerview Partners LLC As Investment Banker
28. Debtors' Motion For Order Pursuant to Section 327(a) Of The Bankruptcy Code And Bankruptcy Rule 2014(A) For Authorization To Employ And Retain Sitrick And Company As Corporate Communications Consultant For The Debtors, *Nunc Pro Tunc* To The Petition Date
29. Debtors' Motion For Order Pursuant To Bankruptcy Code Sections 105(a) and 331 Establishing Procedures For Interim Compensation And Reimbursement Of Expenses Of Professionals
30. Debtors' Motion For Order Under bankruptcy Code Sections 105(a), 327(e), 328, And 330 And Bankruptcy Rule 2014 Authorizing Employment And Payment Of Professionals Utilized In The Ordinary Course Of Business *Nunc Pro Tunc* To The Petition Date
31. Debtors' Motion For An Order Authorizing Payment Of Retention Pay To Certain Employees Pursuant To Sections 105(A), 363(B)(1) And 503(C)(3) Of The Bankruptcy Code
32. Debtors' Motion For An Order Pursuant To Sections 105(a), 363(b)(1) and 503(c)(3) Of The Bankruptcy Code Authorizing (I) Implementation Of (A) A Key Employment Retention Plan For Certain Non-Insiders And (B) A Key Employee

Incentive Plan For Certain Insiders And (II) Payment Of Any Obligations Arising Thereunder As Administrative Expenses

33. Motion Of The Debtors For An Order Providing That Creditors Committees Are Not Authorized Or required To Provide Access To Confidential Information Of The Debtors Or To Privileged Information
34. Plaintiffs' Motion For A Stay Or, In The Alternative, Injunctive Relief Enjoining Prosecution Of Pending Litigation Against Debtors' Former Directors And Officers
35. Plaintiffs' Motion For A Stay Or, In The Alternative, Injunctive Relief Enjoining Prosecution Of Pending Litigation Against Non-Debtor Affiliates

EXHIBIT E

JOINDER ACKNOWLEDGEMENT

This joinder (this "Joinder") to the Plan Support Agreement, dated as of May 13, 2012 (the "Agreement"), by and among (i) Residential Capital, LLC ("ResCap") and certain of its direct and indirect subsidiaries (collectively, the "Debtors"), (ii) Ally Financial Inc. on behalf of its direct and indirect subsidiaries other than the Debtors, and (iii) the Consenting Claimants (as defined therein, is made by [_____] (the "Joining Party") and is executed and delivered as of [_____] , 2012. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. ***Agreement to be Bound.*** The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder as Annex I (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a "Consenting Claimant" and a "Party" for all purposes under the Agreement.

2. ***Representations and Warranties.*** The Joining Party hereby represents and warrants that it holds, or is the authorized investment manager for the holders of, the securities listed on the signature page hereto, in the respective amounts set forth therein by CUSIP number, that such holdings are materially accurate as of the date hereof, and that since the date set forth the Joining Party (a) has not, in the aggregate, materially decreased the Joining Party's holdings in the Securities and (b) makes the representations and warranties set forth in Section 3 of the Agreement to each other Party.

3. ***Governing Law.*** This Joinder shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

4. ***Notice.*** All notices and other communications given or made pursuant to the Agreement shall be sent to:

To the Joining Party at:

[JOINING PARTY]

[ADDRESS]

Attn:

Facsimile: [FAX]

EMAIL:

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

[JOINING PARTY]

By: _____

Name:

Title:

Holdings Information (by CUSIP #):

Exhibit F

Holdings Information

Consenting Claimant Names

1. AEGON USA Investment Management LLC
2. BlackRock Financial Management Inc and its Advisory affiliates
3. Bayerische Landesbank, acting through its New York Branch
4. Federal Home Loan Bank of Atlanta
5. Goldman Sachs Asset Management L.P.
6. ING Investment Management Co. LLC
7. ING Investment Management LLC
8. Kore Advisors, L.P.
9. Pacific Investment Management Co. LLC
10. Teachers Insurance and Annuity Association of America
11. Thrivent Financial for Lutherans
12. Western Asset Management Company
13. Neuberger Berman Europe Limited
14. Maiden Lane LLC and Maiden Lane III LLC by Federal Reserve Bank of New York,
as managing member
15. The TCW Group, Inc.
16. Metropolitan Life Insurance Company
17. Cascade Investment L.L.C.

Aggregate Holdings - CUSIP and Amount

Deal Name	Cusip	SumOfOriginal Face	SumOfCurrent Face
GMACM 2004-AR1	36185NX39	\$59,525,000.00	\$8,175,172.37
GMACM 2004-AR1	36185NX54	\$112,473,000.00	\$18,850,721.55
GMACM 2004-AR1	36185NX62	\$14,902,800.00	\$779,440.52
GMACM 2004-AR1	36185NX70	\$66,361,100.00	\$11,581,008.18
GMACM 2004-AR1	36185NX88	\$11,279,800.00	\$1,494,687.97
GMACM 2004-AR1	36185NX96	\$0.00	\$0.00
GMACM 2004-AR2	36185N3T5	\$600,000.00	\$118,037.31
GMACM 2004-AR2	36185N3U2	\$32,000,000.00	\$5,702,662.00
GMACM 2004-AR2	36185N3V0	\$25,000,000.00	\$5,517,771.53
GMACM 2004-AR2	36185N4A5	\$2,000,000.00	\$441,421.73
GMACM 2004-HE2	361856DD6	\$20,085,000.00	\$5,653,540.45
GMACM 2004-HE3	361856DG9	\$103,600,000.00	\$32,412,025.20
GMACM 2004-HE4	361856DR5	\$1.00	\$0.38
GMACM 2004-HE5	361856DX2	\$20,000,000.00	\$9,798,206.17
GMACM 2004-HE5	361856DY0	\$7,000,000.00	\$3,139,785.06
GMACM 2004-J1	36185NV64	\$2,005,000.00	\$1,286,938.57
GMACM 2004-J1	36185NW48	\$6,014,000.00	\$3,426,858.69
GMACM 2004-J1	36185NW55	\$2,406,000.00	\$1,370,971.40
GMACM 2004-J3	36185N2Z2	\$17,680,250.00	\$12,943,219.33
GMACM 2004-J3	36185N3B4	\$10,420,086.00	\$10,420,086.00
GMACM 2004-J3	36185N3F5	\$14,008,000.00	\$21,022,980.38
GMACM 2004-J3	36185N3G3	\$2,000,000.00	\$884,010.74
GMACM 2004-J4	36185N4J6	\$26,000,000.00	\$34,448,182.05
GMACM 2004-J4	36185N4K3	\$33,900,000.00	\$51,395,233.90
GMACM 2004-J5	36185N5B2	\$11,250,000.00	\$7,263,675.06
GMACM 2004-J5	36185N5C0	\$14,500,000.00	\$14,500,000.00
GMACM 2004-JR1	36185NS35	\$10,000,000.00	\$8,686,073.08
GMACM 2004-JR1	36185NS43	\$28,311,915.00	\$43,238,535.34
GMACM 2004-VF1	36186FAA4	\$115,278,998.00	\$18,399,746.32
GMACM 2005-AA1	76112BNN6	\$50,000,000.00	\$10,022,410.39
GMACM 2005-AF1	36185MAJ1	\$30,935,205.00	\$17,992,750.89
GMACM 2005-AF1	36185MAK8	\$58,719,000.00	\$7,860,050.53
GMACM 2005-AF1	36185MAN2	\$1,000,000.00	\$1,479,905.60
GMACM 2005-AR1	76112BKK5	\$10,000,000.00	\$687,431.34
GMACM 2005-AR1	76112BKN9	\$53,559,000.00	\$14,272,877.71
GMACM 2005-AR1	76112BKP4	\$16,390,000.00	\$4,684,637.43
GMACM 2005-AR1	76112BKKQ2	\$277,340.00	\$90,952.47
GMACM 2005-AR1	76112BKS8	\$7,796,000.00	\$5,462,481.28
GMACM 2005-AR2	36185N6M7	\$2,100,000.00	\$373,455.48
GMACM 2005-AR2	36185N6N5	\$1,500,000.00	\$475,829.57
GMACM 2005-AR2	36185N6Q8	\$37,293,000.00	\$14,492,493.16

GMACM 2005-AR3	36185N6Y1	\$23,756,000.00	\$3,078,751.10
GMACM 2005-AR3	36185N7D6	\$9,516,000.00	\$925,595.37
GMACM 2005-AR3	36185N7E4	\$1,000,000.00	\$1,000,000.00
GMACM 2005-AR3	36185N7H7	\$50,000,000.00	\$3,690,962.79
GMACM 2005-AR3	36185N7L8	\$100,617,387.26	\$33,343,345.49
GMACM 2005-AR3	36185N7M6	\$5,000,000.00	\$1,656,937.55
GMACM 2005-AR4	76112BUD0	\$14,512,000.00	\$1,717,517.74
GMACM 2005-AR4	76112BUG3	\$56,000,000.00	\$20,747,040.06
GMACM 2005-AR4	76112BUK4	\$2,592,000.00	\$836,696.62
GMACM 2005-AR4	76112BUM0	\$3,933,000.00	\$1,298,661.68
GMACM 2005-AR5	76112BYB0	\$600,000.00	\$231,853.88
GMACM 2005-AR5	76112BYD6	\$35,000,000.00	\$13,182,471.99
GMACM 2005-AR5	76112BYF1	\$5,905,000.00	\$2,475,640.32
GMACM 2005-AR6	36185MBG6	\$48,131,000.00	\$15,396,021.72
GMACM 2005-AR6	36185MBJ0	\$81,693,026.00	\$30,858,233.47
GMACM 2005-AR6	36185MBL5	\$27,986,000.00	\$12,501,009.30
GMACM 2005-AR6	36185MBN1	\$44,030,945.00	\$22,277,176.61
GMACM 2005-HE1	361856EB9	\$35,100,000.00	\$16,289,231.06
GMACM 2005-HE1	361856EC7	\$45,000,000.00	\$20,883,629.47
GMACM 2005-HE2	36185MAD4	\$5,000,000.00	\$2,666,379.03
GMACM 2005-HE2	36185MAF9	\$44,000,000.00	\$26,323,988.66
GMACM 2005-HE3	361856EH6	\$2,500,000.00	\$1,351,643.25
GMACM 2005-J1	36185MBY7	\$13,650,000.00	\$2,595,782.18
GMACM 2005-J1	36185MCJ9	\$20,000,000.00	\$17,253,639.71
GMACM 2005-J1	36185MCL4	\$20,000,000.00	\$18,348,106.59
GMACM 2005-J1	36185MCP5	\$24,000,000.00	\$24,000,000.00
GMACM 2006-AR1	36185MDN9	\$8,840,000.00	\$3,784,623.44
GMACM 2006-AR1	36185MDQ2	\$112,902,000.00	\$47,427,857.23
GMACM 2006-AR2	36185MFB3	\$30,697,840.00	\$9,100,819.00
GMACM 2006-HE1	361856ER4	\$49,485,000.00	\$21,833,699.68
GMACM 2006-HE2	38011AAC8	\$25,150,000.00	\$16,046,139.33
GMACM 2006-HE3	38012TAB8	\$8,620,000.00	\$3,248,873.04
GMACM 2006-HE3	38012TAC6	\$1,360,000.00	\$787,581.94
GMACM 2006-HE4	38012UAA7	\$46,310,000.00	\$21,844,576.85
GMACM 2006-HE4	38012UAB5	\$4,100,000.00	\$1,933,983.19
GMACM 2006-HLTV	36185HEH2	\$9,700,000.00	\$138,887.96
GMACM 2006-HLTV	36185HEJ8	\$20,500,000.00	\$20,250,000.00
GMACM 2006-J1	36185MEB4	\$58,877,000.00	\$10,286,054.12
GMACM 2006-J1	36185MEG3	\$15,000,000.00	\$14,127,453.31
GMACM 2007-HE1	36186KAB1	\$4,731,000.00	\$770,700.89
GMACM 2007-HE1	36186KAD7	\$14,000,000.00	\$14,000,000.00

GMACM 2007-HE2	36186LAB9	\$90,000.00	\$54,419.27
GMACM 2007-HE2	36186LAG8	\$24,004,000.00	\$14,514,202.75
GMACM 2007-HE3	36186MAA9	\$35,735,000.00	\$13,454,365.26
GMACM 2007-HE3	36186MAC5	\$36,960,000.00	\$18,812,695.41
RAAC 2004-SP1	7609855V9	\$49,812,000.00	\$5,700,976.26
RAAC 2004-SP1	7609855Y3	\$2,337,000.00	\$704,462.52
RAAC 2004-SP2	7609857N5	\$1,000,000.00	\$55,326.52
RAAC 2004-SP3	76112BEN6	\$12,769,000.00	\$12,769,000.00
RAAC 2004-SP3	76112BES5	\$30,000,000.00	\$5,442,471.66
RAAC 2005-RP1	76112BJR2	\$7,000,000.00	\$7,000,000.00
RAAC 2005-RP2	76112BXN5	\$66,360,000.00	\$640,466.76
RAAC 2005-RP3	76112BP95	\$4,000,000.00	\$4,000,000.00
RAAC 2005-SP1	76112BQL7	\$31,117,000.00	\$27,013,250.19
RAAC 2005-SP1	76112BQN3	\$57,000,000.00	\$757,348.91
RAAC 2005-SP1	76112BQS2	\$2,180,500.00	\$3,285,426.60
RAAC 2005-SP1	76112BRE2	\$323,000.00	\$233,120.85
RAAC 2005-SP1	76112BSA9	\$1,500,000.00	\$343,937.96
RAAC 2005-SP2	76112BE48	\$13,000,000.00	\$3,365,502.68
RAAC 2005-SP2	76112BE71	\$1,551,000.00	\$1,551,000.00
RAAC 2005-SP2	76112BF54	\$113,800,000.00	\$23,201,012.00
RAAC 2005-SP2	76112BF70	\$4,291,000.00	\$1,579,709.70
RAAC 2005-SP3	76112BS43	\$2,600,000.00	\$2,455,539.56
RAAC 2006-RP1	76112B2V1	\$2,880,055.00	\$2,880,055.00
RAAC 2006-RP1	76112B2W9	\$8,000,000.00	\$8,000,000.00
RAAC 2006-RP1	76112B3R9	\$42,483,000.00	\$5,659,607.67
RAAC 2006-RP2	74919MAA4	\$132,274,000.00	\$24,870,249.66
RAAC 2006-RP3	74919RAA3	\$151,820,000.00	\$37,512,966.12
RAAC 2006-RP3	74919RAE5	\$15,000,000.00	\$15,000,000.00
RAAC 2006-RP4	74919TAA9	\$105,576,520.00	\$28,972,532.49
RAAC 2006-RP4	74919TAB7	\$20,700,000.00	\$20,700,000.00
RAAC 2006-SP1	76112B3D0	\$3,200,000.00	\$752,301.25
RAAC 2006-SP2	74919PAB5	\$35,409,000.00	\$9,478,791.84
RAAC 2006-SP3	74919QAD9	\$4,364,000.00	\$4,364,000.00
RAAC 2006-SP4	74919VAH9	\$5,000,000.00	\$5,000,000.00
RAAC 2007-RP1	74977YAA7	\$184,091,000.00	\$67,091,939.37
RAAC 2007-RP1	74977YAB5	\$11,800,000.00	\$11,800,000.00
RAAC 2007-RP2	74919WAA2	\$74,860,000.00	\$25,790,180.45
RAAC 2007-RP2	74919WAB0	\$9,800,000.00	\$9,800,000.00
RAAC 2007-RP3	74978BAA6	\$60,200,000.00	\$22,780,459.57
RAAC 2007-RP3	74978BAB4	\$6,900,000.00	\$6,900,000.00
RAAC 2007-RP3	74978FAA7	\$14,400,000.00	\$5,672,315.02
RAAC 2007-RP4	74919LAD0	\$35,700,000.00	\$17,303,135.56
RAAC 2007-RP4	74919LAE8	\$16,513,000.00	\$16,513,000.00

RAAC 2007-SP1	74978AAC4	\$51,211,000.00	\$51,211,000.00
RAAC 2007-SP2	74919XAE2	\$9,900,000.00	\$9,900,000.00
RAAC 2007-SP3	74978FAA7	\$117,076,000.00	\$46,117,492.22
RALI 2004-QA1	76110HRM3	\$19,000,000.00	\$789,690.45
RALI 2004-QA2	76110HVU0	\$25,000,000.00	\$3,499,008.16
RALI 2004-QA3	76110HXR5	\$10,657,000.00	\$1,861,483.53
RALI 2004-QA4	76110HZH5	\$10,564,000.00	\$1,362,671.05
RALI 2004-QA4	76110HZP7	\$6,095,900.00	\$3,326,557.02
RALI 2004-QA4	76110HZQ5	\$3,143,400.00	\$1,229,988.93
RALI 2004-QA5	76110HC72	\$37,338,000.00	\$2,260,669.39
RALI 2004-QA5	76110HC98	\$100,000.00	\$5,188.91
RALI 2004-QA6	76110HH28	\$70,320,000.00	\$4,456,586.56
RALI 2004-QA6	76110HH85	\$18,350,000.00	\$4,765,681.90
RALI 2004-QR1	76110HB57	\$108,346,390.00	\$13,542,294.00
RALI 2004-QS1	76110HQF9	\$36,482,573.00	\$3,351,246.65
RALI 2004-QS10	76110HWC9	\$50,000,000.00	\$3,696,417.31
RALI 2004-QS10	76110HWG0	\$21,200,000.00	\$33,543,864.51
RALI 2004-QS10	76110HWK1	\$216,614,427.00	\$54,544,002.09
RALI 2004-QS11	76110HWU9	\$40,633,600.00	\$3,411,076.00
RALI 2004-QS11	76110HWW7	\$13,000,000.00	\$13,000,000.00
RALI 2004-QS11	76110HWW5	\$3,380,000.00	\$283,741.48
RALI 2004-QS11	76110HWW3	\$19,000,000.00	\$16,747,700.57
RALI 2004-QS11	76110HXC8	\$217,512,005.00	\$56,892,689.34
RALI 2004-QS13	76110HYF0	\$3,600,000.00	\$827,786.04
RALI 2004-QS13	76110HYH6	\$129,166,655.00	\$28,131,284.43
RALI 2004-QS16	76110HJ59	\$121,835,000.00	\$19,351,250.94
RALI 2004-QS16	76110HJ91	\$17,500,000.00	\$15,779,390.45
RALI 2004-QS16	76110HK24	\$3,200,000.00	\$728,620.56
RALI 2004-QS2	76110HQG7	\$38,831,040.00	\$4,380,787.00
RALI 2004-QS2	76110HQM4	\$95,777,000.00	\$21,124,010.62
RALI 2004-QS2	76110HQS1	\$6,870,000.00	\$5,137,689.94
RALI 2004-QS2	76110HQT9	\$3,215,800.00	\$2,510,081.95
RALI 2004-QS3	76110HRA9	\$11,800,000.00	\$2,322,241.08
RALI 2004-QS4	76110HRV3	\$690,000.00	\$81,890.07
RALI 2004-QS4	76110HSA8	\$29,543,500.00	\$5,170,290.87
RALI 2004-QS4	76110HSG5	\$7,694,900.00	\$5,699,173.40
RALI 2004-QS4	76110HSH3	\$3,686,800.00	\$2,744,461.69
RALI 2004-QS5	76110HSR1	\$16,725,000.00	\$2,370,928.64
RALI 2004-QS5	76110HSU4	\$12,438,900.00	\$12,438,900.00
RALI 2004-QS5	76110HSW0	\$2,805,000.00	\$389,577.36
RALI 2004-QS6	76110HTG4	\$2,000,000.00	\$448,522.46
RALI 2004-QS7	76110HTV1	\$40,457,000.00	\$2,607,829.90
RALI 2004-QS7	76110HTW9	\$15,000,000.00	\$15,000,000.00

RALI 2004-QS7	76110HTX7	\$2,000,000.00	\$890,694.16
RALI 2004-QS8	76110HUL1	\$150,000.00	\$12,805.31
RALI 2004-QS8	76110HUN7	\$9,630,166.00	\$726,675.12
RALI 2004-QS8	76110HUR8	\$3,500,000.00	\$5,379,589.02
RALI 2004-QS8	76110HUT4	\$25,174,900.00	\$7,265,375.54
RALI 2004-QS9	76110HVVH9	\$51,542,000.00	\$11,523,385.30
RALI 2005-QA1	76110HM63	\$70,000,000.00	\$11,644,941.30
RALI 2005-QA10	761118GD4	\$63,450,000.00	\$28,434,595.73
RALI 2005-QA10	761118GE2	\$74,247,000.00	\$35,330,729.37
RALI 2005-QA10	761118GL6	\$12,077,000.00	\$332,539.02
RALI 2005-QA12	761118MY1	\$32,839,000.00	\$10,055,832.86
RALI 2005-QA12	761118MZ8	\$24,000,000.00	\$6,139,991.23
RALI 2005-QA12	761118NB0	\$24,031,000.00	\$9,296,623.99
RALI 2005-QA12	761118NC8	\$4,050,000.00	\$1,592,391.26
RALI 2005-QA13	761118PE2	\$197,550,000.00	\$80,522,480.40
RALI 2005-QA13	761118PF9	\$375,000.00	\$127,465.58
RALI 2005-QA2	76110HT90	\$38,817,000.00	\$12,132,243.89
RALI 2005-QA3	76110H2H1	\$84,790,900.00	\$19,011,586.77
RALI 2005-QA3	76110H2K4	\$31,402,800.00	\$7,949,443.21
RALI 2005-QA3	76110H2L2	\$8,765,600.00	\$2,774,968.65
RALI 2005-QA3	76110H2P3	\$17,924,800.00	\$2,937,306.19
RALI 2005-QA4	76110H4F3	\$13,225,000.00	\$3,556,000.19
RALI 2005-QA4	76110H4G1	\$96,000.00	\$23,602.35
RALI 2005-QA4	76110H4K2	\$30,000.00	\$10,084.90
RALI 2005-QA4	76110H4L0	\$87,930,000.00	\$33,362,341.52
RALI 2005-QA5	76110H5A3	\$44,000,000.00	\$2,530,640.80
RALI 2005-QA5	76110H5C9	\$3,859,900.00	\$1,427,833.31
RALI 2005-QA6	76110H5Z8	\$3,882,000.00	\$798,192.82
RALI 2005-QA6	76110H6E4	\$20,612,560.00	\$4,993,573.00
RALI 2005-QA6	76110H6F1	\$230,000.00	\$230,000.00
RALI 2005-QA7	76110H7B9	\$84,350,000.00	\$30,476,596.74
RALI 2005-QA7	76110H7D5	\$5,000,000.00	\$1,806,555.90
RALI 2005-QA7	76110H7J2	\$3,500,000.00	\$373,818.85
RALI 2005-QA8	761118BP2	\$101,397,000.00	\$26,691,765.84
RALI 2005-QA8	761118BS6	\$54,000,000.00	\$19,664,315.85
RALI 2005-QA8	761118BW7	\$10,025,000.00	\$3,443,924.79
RALI 2005-QA9	761118FG8	\$27,700,000.00	\$7,774,410.12
RALI 2005-QA9	761118FJ2	\$27,000,000.00	\$7,424,605.83
RALI 2005-QA9	761118FM5	\$42,390,000.00	\$18,981,051.78
RALI 2005-QO1	761118EN4	\$99,400,000.00	\$29,924,469.79
RALI 2005-QO1	761118EP9	\$6,330,000.00	\$1,905,653.50
RALI 2005-QO2	761118HU5	\$111,860,000.00	\$35,809,815.74
RALI 2005-QO3	761118KU1	\$129,849,000.00	\$44,254,225.46

RALI 2005-QO3	761118KV9	\$36,156,400.00	\$11,762,228.18
RALI 2005-QO4	761118NN4	\$131,410,000.00	\$47,913,396.79
RALI 2005-QO4	761118NP9	\$35,953,000.00	\$11,792,949.44
RALI 2005-QO5	761118QM3	\$257,979,000.00	\$98,220,567.34
RALI 2005-QS1	76110HN88	\$80,000,000.00	\$22,370,403.00
RALI 2005-QS1	76110HP45	\$40,410,000.00	\$11,299,850.02
RALI 2005-QS1	76110HP78	\$214,597,361.00	\$76,877,951.15
RALI 2005-QS10	761118CW6	\$25,000,000.00	\$9,824,052.31
RALI 2005-QS10	761118CX4	\$25,000,000.00	\$7,277,629.12
RALI 2005-QS10	761118CZ9	\$13,283,000.00	\$10,134,410.76
RALI 2005-QS11	761118CE6	\$36,149,700.00	\$32,452,216.90
RALI 2005-QS12	761118DN5	\$36,935,205.00	\$20,811,421.27
RALI 2005-QS12	761118DR6	\$10,410,000.00	\$9,774,428.07
RALI 2005-QS12	761118DU9	\$10,560,000.00	\$594,177.68
RALI 2005-QS13	761118GW2	\$41,885,000.00	\$8,871,234.82
RALI 2005-QS13	761118GX0	\$1,300,000.00	\$535,461.24
RALI 2005-QS13	761118HA9	\$41,935,205.00	\$23,585,238.40
RALI 2005-QS13	761118HC5	\$68,400,000.00	\$17,944,983.83
RALI 2005-QS14	761118JG4	\$125,510,000.00	\$34,169,004.34
RALI 2005-QS14	761118JH2	\$46,530,000.00	\$21,227,525.11
RALI 2005-QS14	761118JJ8	\$99,999,999.68	\$36,579,683.96
RALI 2005-QS14	761118JQ2	\$484,882,069.00	\$178,984,271.76
RALI 2005-QS15	761118KG2	\$66,099,000.00	\$32,667,405.47
RALI 2005-QS15	761118KJ6	\$18,861,000.00	\$7,825,497.29
RALI 2005-QS16	761118MC9	\$25,450,000.00	\$23,333,695.90
RALI 2005-QS17	761118PQ5	\$13,165,000.00	\$11,751,935.12
RALI 2005-QS17	761118PS1	\$10,000,000.00	\$8,543,063.86
RALI 2005-QS17	761118PU6	\$1,500,000.00	\$293,127.89
RALI 2005-QS17	761118PY8	\$103,032,000.00	\$35,783,851.00
RALI 2005-QS17	761118PZ5	\$53,366,200.00	\$15,208,445.59
RALI 2005-QS2	76110HQ69	\$53,001,600.00	\$14,062,105.00
RALI 2005-QS3	76110HX53	\$10,990,200.00	\$9,840,588.13
RALI 2005-QS3	76110HX61	\$15,000,000.00	\$2,009,268.73
RALI 2005-QS3	76110HX87	\$24,048,000.00	\$22,501,858.82
RALI 2005-QS3	76110HY86	\$103,981,675.00	\$27,427,074.84
RALI 2005-QS5	76110H2X6	\$81,000,000.00	\$20,210,307.25
RALI 2005-QS5	76110H2Z1	\$58,392,577.00	\$14,745,643.72
RALI 2005-QS6	76110H5F2	\$118,400,000.00	\$24,716,937.00
RALI 2005-QS6	76110H5J4	\$13,083,333.00	\$5,929,652.65
RALI 2005-QS6	76110H5L9	\$8,844,000.00	\$8,287,892.76
RALI 2005-QS6	76110H5M7	\$250,000.00	\$234,280.10
RALI 2005-QS7	761118AA6	\$20,100,000.00	\$4,967,334.76
RALI 2005-QS7	761118AE8	\$22,827,000.00	\$21,309,278.84

RALI 2005-QS7	761118AH1	\$99,840,000.00	\$38,586,890.82
RALI 2005-QS9	761118AV0	\$42,000,000.00	\$9,277,846.07
RALI 2005-QS9	761118AZ1	\$12,098,000.00	\$11,225,892.70
RALI 2006-Q10	751153AA5	\$19,410,000.00	\$11,084,423.82
RALI 2006-QA1	761118SZ2	\$50,000,000.00	\$12,606,050.84
RALI 2006-QA1	761118TB4	\$147,482,000.00	\$65,247,325.86
RALI 2006-QA1	761118TD0	\$9,800,000.00	\$3,304,827.88
RALI 2006-QA10	74922NAA7	\$35,728,269.00	\$13,459,710.78
RALI 2006-QA10	74922NAB5	\$91,295,092.00	\$38,214,542.99
RALI 2006-QA2	761118TN8	\$25,849,397.00	\$10,099,810.44
RALI 2006-QA2	761118TR9	\$25,000,000.00	\$10,435,351.77
RALI 2006-QA2	761118TU2	\$27,106,000.00	\$13,682,175.07
RALI 2006-QA3	75114RAD7	\$65,500,000.00	\$19,946,268.36
RALI 2006-QA4	748939AA3	\$55,340,405.00	\$19,362,187.54
RALI 2006-QA5	75115BAA7	\$48,463,281.00	\$17,088,242.50
RALI 2006-QA5	75115BAB5	\$100,000,000.00	\$34,840,508.38
RALI 2006-QA6	74922MAA9	\$69,181,483.00	\$22,240,617.04
RALI 2006-QA6	74922MAB7	\$15,000,000.00	\$5,362,548.77
RALI 2006-QA6	74922MAC5	\$6,370,000.00	\$2,277,295.71
RALI 2006-QA7	751152AA7	\$122,384,675.00	\$40,803,254.28
RALI 2006-QA8	74922QAA0	\$73,678,889.00	\$25,312,045.04
RALI 2006-QA8	74922QAB8	\$25,000,000.00	\$9,542,936.62
RALI 2006-QA9	75115VAA3	\$27,007,000.00	\$9,931,577.59
RALI 2006-QH1	75115GAA6	\$15,000,000.00	\$8,515,112.78
RALI 2006-QO1	761118RG5	\$5,400,000.00	\$838,109.67
RALI 2006-QO1	761118RJ9	\$78,443,000.00	\$24,013,603.76
RALI 2006-QO1	761118RK6	\$10,496,000.00	\$0.03
RALI 2006-QO1	761118RM2	\$105,602,000.00	\$51,300,225.35
RALI 2006-QO1	761118RN0	\$89,680,800.00	\$29,684,643.50
RALI 2006-QO10	751153AA5	\$99,395,000.00	\$56,761,261.83
RALI 2006-QO10	751153AB3	\$81,000,000.00	\$41,396,225.42
RALI 2006-QO2	761118VY1	\$265,842,000.00	\$94,138,538.93
RALI 2006-QO2	761118VZ8	\$99,413,600.00	\$38,595,980.48
RALI 2006-QO3	761118WP9	\$164,541,000.00	\$70,431,593.54
RALI 2006-QO3	761118WQ7	\$34,747,000.00	\$16,745,355.27
RALI 2006-QO4	75114GAC3	\$5,470,000.00	\$2,647,461.19
RALI 2006-QO5	75114HAD9	\$66,000,000.00	\$35,286,331.22
RALI 2006-QO5	75114HAE7	\$10,800,000.00	\$4,274,581.07
RALI 2006-QO5	75114HAH0	\$29,397,000.00	\$7,731,231.07
RALI 2006-QO5	75114HAK3	\$11,000,000.00	\$9,974,691.10
RALI 2006-QO6	75114NAA2	\$532,153,000.00	\$268,255,921.95
RALI 2006-QO6	75114NAB0	\$249,055,000.00	\$127,674,640.47
RALI 2006-QO7	751150AA1	\$12,000,000.00	\$7,142,533.74

RALI 2006-QO7	751150AD5	\$80,751,000.00	\$48,796,184.34
RALI 2006-QO7	751150AH6	\$64,378,000.00	\$46,855,661.04
RALI 2006-QO7	751150AJ2	\$37,954,000.00	\$32,438,418.87
RALI 2006-QO8	75115FAS9	\$15,000,000.00	\$13,791,616.34
RALI 2006-QO9	75114PAA7	\$1,700,000.00	\$0.00
RALI 2006-QO9	75114PAC3	\$85,000,000.00	\$79,706,842.10
RALI 2006-QS1	761118SB5	\$22,000,000.00	\$5,271,753.67
RALI 2006-QS10	751155AN2	\$15,810,666.00	\$6,941,953.19
RALI 2006-QS10	751155BE1	\$5,293,385.00	\$2,509,526.92
RALI 2006-QS11	75115EAA1	\$75,000,000.00	\$27,080,806.88
RALI 2006-QS11	75115EAU7	\$17,284,000.00	\$13,187,758.02
RALI 2006-QS12	751151AA9	\$85,000,000.00	\$25,462,526.17
RALI 2006-QS12	751151AD3	\$25,177,000.00	\$18,110,058.92
RALI 2006-QS12	751151AG6	\$7,000,000.00	\$2,647,360.10
RALI 2006-QS12	751151AH4	\$10,300,000.00	\$7,059,103.39
RALI 2006-QS12	751151AU5	\$20,000,000.00	\$8,455,282.29
RALI 2006-QS12	751151AV3	\$40,744,973.00	\$17,225,512.65
RALI 2006-QS13	75115DAA3	\$126,039,000.00	\$54,810,097.54
RALI 2006-QS13	75115DAK1	\$3,338,000.00	\$2,543,031.36
RALI 2006-QS14	74922GAE4	\$15,384,616.00	\$6,240,381.48
RALI 2006-QS14	74922GAK0	\$5,547,285.00	\$3,920,867.58
RALI 2006-QS14	74922GAP9	\$75,000,000.00	\$37,600,223.93
RALI 2006-QS15	74922YAA3	\$32,000,000.00	\$14,218,626.83
RALI 2006-QS15	74922YAD7	\$251,000.00	\$212,376.61
RALI 2006-QS15	74922YAE5	\$14,697,000.00	\$10,796,952.80
RALI 2006-QS16	74922LAA1	\$155,025,250.00	\$71,509,273.88
RALI 2006-QS16	74922LAG8	\$500,000.00	\$210,221.71
RALI 2006-QS17	74922SAA6	\$27,500,000.00	\$13,065,317.92
RALI 2006-QS18	74922RAC4	\$116,032,000.00	\$42,573,048.93
RALI 2006-QS18	74922RAF7	\$50,000,000.00	\$29,161,054.63
RALI 2006-QS18	74922RAH3	\$256,013,950.00	\$119,929,539.25
RALI 2006-QS18	74922RAM2	\$23,171,000.00	\$10,120,686.65
RALI 2006-QS18	74922RAP5	\$2,690,000.00	\$960,359.87
RALI 2006-QS18	74922RAR1	\$4,660,000.00	\$1,663,671.74
RALI 2006-QS2	761118UL0	\$8,550,000.00	\$5,156,304.28
RALI 2006-QS2	761118UQ9	\$29,500,000.00	\$8,330,539.80
RALI 2006-QS2	761118UY2	\$100,000,000.00	\$60,908,920.86
RALI 2006-QS2	761118VA3	\$106,430,000.00	\$26,481,615.06
RALI 2006-QS3	761118XL7	\$88,458,000.00	\$22,276,987.61
RALI 2006-QS4	749228AA0	\$25,553,000.00	\$20,021,007.78
RALI 2006-QS4	749228AF9	\$10,000,000.00	\$3,081,460.09
RALI 2006-QS4	749228AJ1	\$22,950,000.00	\$8,116,379.87
RALI 2006-QS5	75114TAC5	\$40,000,000.00	\$23,719,955.70

RALI 2006-QS5	75114TAD3	\$20,000,000.00	\$15,149,622.39
RALI 2006-QS5	75114TAE1	\$33,909,000.00	\$25,685,427.28
RALI 2006-QS6	74922EAA7	\$80,000,000.00	\$28,624,734.00
RALI 2006-QS6	74922EAB5	\$450,000.00	\$147,346.81
RALI 2006-QS6	74922EAN9	\$16,669,000.00	\$5,609,641.33
RALI 2006-QS6	74922EAQ2	\$3,550,000.00	\$1,779,842.27
RALI 2006-QS7	748940AA1	\$139,600,000.00	\$66,316,587.90
RALI 2006-QS7	748940AD5	\$19,000,000.00	\$2,229,816.56
RALI 2006-QS8	75115AAA9	\$116,485,000.00	\$56,007,745.08
RALI 2006-QS8	75115AAB7	\$11,095,000.00	\$8,219,601.67
RALI 2006-QS8	75115AAC5	\$26,500,000.00	\$19,632,216.64
RALI 2006-QS8	75115AAD3	\$51,255,000.00	\$7,551,577.51
RALI 2006-QS9	75115CAA5	\$43,000,000.00	\$7,531,962.67
RALI 2006-QS9	75115CAG2	\$10,755,650.00	\$8,440,367.10
RALI 2006-QS9	75115CAL1	\$12,000,000.00	\$4,250,967.47
RALI 2007-QA1	74923GAA1	\$72,495,000.00	\$25,552,691.63
RALI 2007-QA2	74922PAA2	\$40,000,000.00	\$12,631,088.43
RALI 2007-QA2	74922PAC8	\$990,054.00	\$396,607.77
RALI 2007-QA4	74923YAA2	\$128,000,000.00	\$46,308,406.45
RALI 2007-QA5	749236AE5	\$36,360,960.00	\$24,506,067.00
RALI 2007-QH1	74922HAA0	\$71,968,000.00	\$44,264,673.62
RALI 2007-QH1	74922HAB8	\$17,551,200.00	\$10,795,050.00
RALI 2007-QH2	74922JAA6	\$30,079,200.00	\$18,122,445.00
RALI 2007-QH2	74922JAB4	\$29,862,600.00	\$17,991,945.01
RALI 2007-QH3	74922WAA7	\$112,327,000.00	\$70,667,905.38
RALI 2007-QH4	74922TAA4	\$48,200,000.00	\$31,590,638.47
RALI 2007-QH4	74922TAB2	\$55,482,400.00	\$36,363,577.04
RALI 2007-QH5	75116EAA0	\$30,000,000.00	\$19,360,377.15
RALI 2007-QH5	75116EAB8	\$49,048,800.00	\$31,653,442.00
RALI 2007-QH6	74922AAA5	\$146,600,000.00	\$96,850,905.58
RALI 2007-QH6	74922AAB3	\$56,000,000.00	\$36,996,253.00
RALI 2007-QH7	75115LAA5	\$45,957,480.00	\$30,899,122.00
RALI 2007-QH9	749241AA3	\$102,885,000.00	\$78,363,668.81
RALI 2007-QO1	75115YAA7	\$102,083,000.00	\$59,735,302.14
RALI 2007-QO2	75116AAA8	\$88,030,000.00	\$51,729,339.74
RALI 2007-QO2	75116AAB6	\$15,110,400.00	\$1,961,764.00
RALI 2007-QO3	74923TAA3	\$63,615,000.00	\$38,905,015.60
RALI 2007-QO3	74923TAC9	\$8,675,000.00	\$616,980.44
RALI 2007-QO4	74923LAA0	\$3,250,000.00	\$1,980,917.06
RALI 2007-QO4	74923LAB8	\$53,700,000.00	\$32,730,845.05
RALI 2007-QO4	74923LAC6	\$11,325,000.00	\$6,902,734.06
RALI 2007-QO4	74923LAD4	\$7,625,000.00	\$1,405,484.34
RALI 2007-QS1	74922KAA3	\$15,000,000.00	\$4,871,042.36

RALI 2007-QS1	74922KAB1	\$34,499,000.00	\$25,666,406.90
RALI 2007-QS1	74922KAD7	\$5,000,000.00	\$3,949,705.88
RALI 2007-QS1	74922KAH8	\$143,167,000.00	\$78,897,588.95
RALI 2007-QS10	74924DAA7	\$1,385,000.00	\$831,511.26
RALI 2007-QS11	74925GAA9	\$1,925,000.00	\$1,060,502.07
RALI 2007-QS2	74923CAC6	\$3,200,000.00	\$2,452,121.99
RALI 2007-QS2	74923CAD4	\$10,000,000.00	\$5,087,390.51
RALI 2007-QS3	75116BAB4	\$240,000,000.00	\$119,345,672.00
RALI 2007-QS3	75116BAE8	\$39,000,000.00	\$30,661,109.71
RALI 2007-QS4	74923HAE1	\$39,661,000.00	\$20,632,988.04
RALI 2007-QS4	74923HAM3	\$39,390,000.00	\$19,192,252.08
RALI 2007-QS4	74923HAT8	\$23,203,000.00	\$18,859,618.00
RALI 2007-QS4	74923HBA8	\$9,976,000.00	\$3,319,478.46
RALI 2007-QS5	74923JAB3	\$100,000,000.00	\$67,741,718.36
RALI 2007-QS5	74923JAH0	\$27,630,000.00	\$16,137,872.62
RALI 2007-QS6	74923WAK4	\$55,127,000.00	\$29,693,716.77
RALI 2007-QS6	75116CAA4	\$143,200,000.00	\$76,856,023.56
RALI 2007-QS6	75116CAF3	\$25,213,000.00	\$18,947,451.15
RALI 2007-QS6	75116CAM8	\$52,229,464.00	\$34,031,437.58
RALI 2007-QS6	75116CBW5	\$20,000,000.00	\$9,250,604.24
RALI 2007-QS6	75116CCP9	\$12,000,000.00	\$2,343,699.33
RALI 2007-QS7	74923WAD0	\$43,289,000.00	\$35,231,826.19
RALI 2007-QS7	74923WAE8	\$47,398,500.00	\$22,308,609.97
RALI 2007-QS8	74922UAA1	\$75,345,750.00	\$44,970,920.70
RALI 2007-QS8	74922UAB9	\$80,869,000.00	\$48,267,531.82
RALI 2007-QS8	74922UAG8	\$149,706,000.00	\$84,999,326.00
RALI 2007-QS8	74922UAH6	\$9,000,000.00	\$4,879,220.92
RALI 2007-QS8	74922UAK9	\$10,585,000.00	\$5,107,615.58
RALI 2007-QS8	74922UAN3	\$3,876,000.00	\$3,266,816.52
RALI 2007-QS9	75116FBH1	\$125,543,462.00	\$73,847,619.44
RAMP 2004-RS1	760985M73	\$15,620,000.00	\$8,714,738.52
RAMP 2004-RS1	760985M81	\$18,787,000.00	\$10,504,735.65
RAMP 2004-RS1	760985N49	\$16,250,000.00	\$8,099,314.24
RAMP 2004-RS10	76112BDS6	\$10,285,000.00	\$193,886.84
RAMP 2004-RS10	76112BDT4	\$7,100,000.00	\$7,100,000.00
RAMP 2004-RS10	76112BDV9	\$250,000.00	\$201,745.48
RAMP 2004-RS10	76112BED8	\$5,000,000.00	\$4,466,167.04
RAMP 2004-RS11	76112BFJ4	\$3,000,000.00	\$1,602,696.08
RAMP 2004-RS11	76112BFK1	\$2,000,000.00	\$949,025.56
RAMP 2004-RS12	76112BGD6	\$5,000,000.00	\$1,970,412.37
RAMP 2004-RS12	76112BGF1	\$2,500,000.00	\$2,500,000.00
RAMP 2004-RS12	76112BGG9	\$4,500,000.00	\$4,500,000.00
RAMP 2004-RS2	760985Q38	\$37,636,000.00	\$27,858,421.88

RAMP 2004-RS2	760985Q46	\$8,000,000.00	\$3,405,596.23
RAMP 2004-RS2	760985Q61	\$4,000,000.00	\$2,052,757.42
RAMP 2004-RS2	760985Q79	\$1,813,000.00	\$811,954.38
RAMP 2004-RS3	760985V32	\$31,030,000.00	\$23,136,930.34
RAMP 2004-RS4	7609852X8	\$39,042,000.00	\$27,967,608.06
RAMP 2004-RS4	7609852Y6	\$17,000,000.00	\$6,525,918.21
RAMP 2004-RS4	7609853J8	\$16,100,000.00	\$8,295,682.31
RAMP 2004-RS5	7609854A6	\$35,000,000.00	\$32,700,643.15
RAMP 2004-RS5	7609854G3	\$5,000,000.00	\$2,493,091.93
RAMP 2004-RS5	7609854H1	\$12,000,000.00	\$3,336,677.45
RAMP 2004-RS5	7609854K4	\$5,000,000.00	\$1,323,313.48
RAMP 2004-RS5	7609854L2	\$2,500,000.00	\$38,743.75
RAMP 2004-RS6	7609855A5	\$498,000.00	\$78,442.97
RAMP 2004-RS6	7609855B3	\$9,600,000.00	\$9,600,000.00
RAMP 2004-RS6	7609855L1	\$15,000,000.00	\$7,309,699.69
RAMP 2004-RS6	7609855M9	\$10,000,000.00	\$2,601,383.85
RAMP 2004-RS7	7609857E5	\$7,000,000.00	\$6,974,642.27
RAMP 2004-RS7	7609857D7	\$2,500,000.00	\$823,092.17
RAMP 2004-RS7	7609857F2	\$2,000,000.00	\$969,387.95
RAMP 2004-RS7	7609857K1	\$23,500,000.00	\$5,391,788.00
RAMP 2004-RS8	76112BAE0	\$12,558,000.00	\$12,558,000.00
RAMP 2004-RS8	76112BAM2	\$15,000,000.00	\$11,845,975.74
RAMP 2004-RS9	76112BCG3	\$5,000,000.00	\$4,983,526.53
RAMP 2004-RS9	76112BCM0	\$10,000,000.00	\$7,502,690.65
RAMP 2004-RS9	76112BCQ1	\$4,200,000.00	\$953,082.87
RAMP 2004-RZ1	760985T84	\$8,304,000.00	\$5,611,962.62
RAMP 2004-RZ1	760985T92	\$19,533,000.00	\$6,722,418.53
RAMP 2004-RZ1	760985U25	\$71,100,000.00	\$7,012,288.47
RAMP 2004-RZ1	760985U33	\$2,000,000.00	\$671,187.13
RAMP 2004-RZ1	760985U58	\$6,487,000.00	\$2,272,796.22
RAMP 2004-RZ1	760985U66	\$2,000,000.00	\$584,166.15
RAMP 2004-RZ2	7609854S7	\$7,500,000.00	\$2,706,475.59
RAMP 2004-RZ3	76112BAY6	\$6,000,000.00	\$1,437,110.87
RAMP 2004-RZ3	76112BAZ3	\$6,500,000.00	\$6,500,000.00
RAMP 2004-RZ3	76112BBK5	\$7,125,000.00	\$7,125,000.00
RAMP 2004-RZ4	76112BHF0	\$5,000,000.00	\$286,682.17
RAMP 2004-SL1	760985W31	\$4,456,000.00	\$324,387.89
RAMP 2004-SL1	760985W49	\$12,430,000.00	\$72,000.97
RAMP 2004-SL1	760985W56	\$3,800,000.00	\$117,989.18
RAMP 2004-SL1	760985W72	\$19,207,000.00	\$4,203,462.56
RAMP 2004-SL1	760985W80	\$26,100,000.00	\$2,352,360.99
RAMP 2004-SL1	760985W98	\$59,393,000.00	\$4,451,324.10
RAMP 2004-SL1	760985X30	\$7,537,000.00	\$4,086,504.89

RAMP 2004-SL1	760985Z53	\$3,913,200.00	\$1,434,146.17
RAMP 2004-SL1	760985Z61	\$1,750,000.00	\$641,356.48
RAMP 2004-SL1	760985Z79	\$1,206,600.00	\$442,206.18
RAMP 2004-SL2	7609856A4	\$37,152,866.00	\$596,695.63
RAMP 2004-SL2	7609856D8	\$76,187,665.00	\$12,461,237.03
RAMP 2004-SL2	7609856L0	\$10,585,236.00	\$5,865,707.85
RAMP 2004-SL3	76112BBP4	\$12,967,000.00	\$442,622.92
RAMP 2004-SL3	76112BBQ2	\$76,115,000.00	\$10,383,340.35
RAMP 2004-SL3	76112BBR0	\$18,005,000.00	\$2,180,343.75
RAMP 2004-SL3	76112BBS8	\$31,380,000.00	\$5,993,322.42
RAMP 2004-SL3	76112BBZ2	\$2,449,000.00	\$1,694,219.49
RAMP 2004-SL4	76112BGK0	\$9,000,000.00	\$270,565.02
RAMP 2004-SL4	76112BGM6	\$16,560,000.00	\$2,199,077.62
RAMP 2004-SL4	76112BGP9	\$23,390,000.00	\$5,758,786.10
RAMP 2004-SL4	76112BGU8	\$2,065,900.00	\$1,333,007.01
RAMP 2005-EFC1	76112BRM4	\$6,000,000.00	\$6,000,000.00
RAMP 2005-EFC1	76112BRN2	\$7,000,000.00	\$7,000,000.00
RAMP 2005-EFC1	76112BRQ5	\$4,000,000.00	\$4,000,000.00
RAMP 2005-EFC2	76112BVP2	\$8,423,000.00	\$1,411,499.91
RAMP 2005-EFC2	76112BVQ0	\$1,331,000.00	\$1,331,000.00
RAMP 2005-EFC2	76112BVW7	\$2,686,000.00	\$1,446,627.80
RAMP 2005-EFC3	76112BYT1	\$9,626,000.00	\$3,911,256.23
RAMP 2005-EFC3	76112BYU8	\$10,347,000.00	\$10,347,000.00
RAMP 2005-EFC3	76112BYV6	\$4,069,272.00	\$4,069,272.00
RAMP 2005-EFC3	76112BYY0	\$6,000,000.00	\$6,000,000.00
RAMP 2005-EFC3	76112BZA1	\$2,708,000.00	\$2,708,000.00
RAMP 2005-EFC3	76112BZB9	\$4,625,000.00	\$164,013.99
RAMP 2005-EFC4	76112BC32	\$53,237,500.00	\$290,553.86
RAMP 2005-EFC4	76112BC40	\$7,000,000.00	\$7,000,000.00
RAMP 2005-EFC4	76112BC99	\$4,000,000.00	\$4,000,000.00
RAMP 2005-EFC5	76112BH29	\$43,812,500.00	\$2,678,499.47
RAMP 2005-EFC5	76112BH45	\$1,150,000.00	\$1,150,000.00
RAMP 2005-EFC5	76112BH52	\$4,315,000.00	\$4,315,000.00
RAMP 2005-EFC5	76112BH60	\$6,000,000.00	\$6,000,000.00
RAMP 2005-EFC5	76112BH86	\$5,000,000.00	\$5,000,000.00
RAMP 2005-EFC5	76112BH94	\$10,000,000.00	\$10,000,000.00
RAMP 2005-EFC6	76112BJ84	\$2,000,000.00	\$110,644.68
RAMP 2005-EFC6	76112BK25	\$8,000,000.00	\$8,000,000.00
RAMP 2005-EFC7	76112BR69	\$35,000,000.00	\$12,084,337.06
RAMP 2005-NC1	76112BQ94	\$62,423,000.00	\$25,177,881.59
RAMP 2005-RS1	76112BHW3	\$8,139,000.00	\$2,335,511.15
RAMP 2005-RS1	76112BHX1	\$10,000,000.00	\$10,000,000.00
RAMP 2005-RS1	76112BHY9	\$4,165,000.00	\$2,546,583.13

RAMP 2005-RS1	76112BHZ6	\$2,300,000.00	\$2,167,784.09
RAMP 2005-RS1	76112BJB7	\$1,500,000.00	\$594,015.49
RAMP 2005-RS1	76112BJG6	\$9,690,000.00	\$5,983,691.73
RAMP 2005-RS1	76112BJH4	\$10,000,000.00	\$7,377,835.23
RAMP 2005-RS2	76112BKC3	\$390,000.00	\$390,000.00
RAMP 2005-RS2	76112BKE9	\$3,938,000.00	\$3,938,000.00
RAMP 2005-RS2	76112BKF6	\$3,688,000.00	\$3,603,074.99
RAMP 2005-RS3	76112BLH1	\$10,487,000.00	\$10,487,000.00
RAMP 2005-RS3	76112BLJ7	\$4,625,000.00	\$4,625,000.00
RAMP 2005-RS3	76112BLK4	\$4,906,000.00	\$4,906,000.00
RAMP 2005-RS3	76112BLN8	\$2,000,000.00	\$2,000,000.00
RAMP 2005-RS3	76112BLP3	\$5,587,000.00	\$5,587,000.00
RAMP 2005-RS4	76112BPA2	\$14,660,000.00	\$6,228,978.94
RAMP 2005-RS4	76112BPC8	\$5,000,000.00	\$5,000,000.00
RAMP 2005-RS4	76112BPE4	\$2,500,000.00	\$2,500,000.00
RAMP 2005-RS4	76112BPF1	\$3,000,000.00	\$3,000,000.00
RAMP 2005-RS5	76112BPU8	\$20,289,000.00	\$12,169,437.02
RAMP 2005-RS5	76112BPX2	\$11,500,000.00	\$11,500,000.00
RAMP 2005-RS5	76112BPY0	\$8,750,000.00	\$8,750,000.00
RAMP 2005-RS5	76112BPZ7	\$2,500,000.00	\$2,500,000.00
RAMP 2005-RS5	76112BQA1	\$2,500,000.00	\$2,500,000.00
RAMP 2005-RS6	76112BTS9	\$4,300,000.00	\$4,300,000.00
RAMP 2005-RS6	76112BTU4	\$944,044.00	\$944,044.00
RAMP 2005-RS7	76112BWU0	\$2,000,000.00	\$15,006.49
RAMP 2005-RS7	76112BWV8	\$40,000,000.00	\$40,000,000.00
RAMP 2005-RS8	76112BZF0	\$178,300,000.00	\$18,079,197.61
RAMP 2005-RS8	76112BZK9	\$10,000,000.00	\$10,000,000.00
RAMP 2005-RS8	76112BZL7	\$3,983,000.00	\$3,983,000.00
RAMP 2005-RS8	76112BZM5	\$3,650,000.00	\$3,333,200.24
RAMP 2005-RS9	76112BL81	\$10,000,000.00	\$8,144,162.23
RAMP 2005-RZ3	76112BA42	\$7,350,000.00	\$7,350,000.00
RAMP 2005-RZ3	76112BZY9	\$7,026,430.00	\$950,568.84
RAMP 2005-RZ3	76112BZZ6	\$5,613,000.00	\$5,613,000.00
RAMP 2005-RZ4	76112BM72	\$26,754,000.00	\$5,856,793.31
RAMP 2005-SL1	76112BMM9	\$2,475,000.00	\$166,513.03
RAMP 2005-SL1	76112BMQ0	\$34,244,200.00	\$5,363,872.76
RAMP 2005-SL1	76112BMR8	\$19,354,700.00	\$3,673,290.70
RAMP 2005-SL1	76112BMS6	\$76,216,000.00	\$20,669,574.90
RAMP 2005-SL1	76112BMX5	\$4,076,800.00	\$2,888,121.24
RAMP 2005-SL1	76112BMY3	\$3,520,100.00	\$1,920,074.18
RAMP 2005-SL2	76112BUV0	\$7,000,000.00	\$303,221.92
RAMP 2005-SL2	76112BUW8	\$24,780,000.00	\$4,107,671.07
RAMP 2005-SL2	76112BUX6	\$7,350,000.00	\$1,926,493.93

RAMP 2005-SL2	76112BUY4	\$2,519,000.00	\$657,614.11
RAMP 2005-SL2	76112BUZ1	\$22,145,000.00	\$6,373,354.89
RAMP 2005-SL2	76112BVB3	\$1,390,306.00	\$184,320.85
RAMP 2005-SL2	76112BVE7	\$3,802,100.00	\$2,445,045.16
RAMP 2005-SL2	76112BVF4	\$3,039,400.00	\$1,963,527.92
RAMP 2006-EFC2	749238AB7	\$28,640,000.00	\$1,517,991.00
RAMP 2006-NC1	76112BW97	\$132,750,000.00	\$26,358,652.87
RAMP 2006-NC1	76112BX21	\$16,044,500.00	\$16,044,500.00
RAMP 2006-NC2	75156TAB6	\$50,000,000.00	\$15,475,963.70
RAMP 2006-NC2	75156TAC4	\$4,000,000.00	\$4,000,000.00
RAMP 2006-NC2	75156TAD2	\$4,720,000.00	\$4,720,000.00
RAMP 2006-NC2	75156TAE0	\$4,180,000.00	\$4,180,000.00
RAMP 2006-NC2	75156TAF7	\$3,000,000.00	\$1,661,418.67
RAMP 2006-NC3	76112B4M9	\$67,650,000.00	\$24,337,082.03
RAMP 2006-RS1	76112BT83	\$142,400,000.00	\$40,984,787.83
RAMP 2006-RS1	76112BU32	\$10,000,000.00	\$9,480,809.20
RAMP 2006-RS2	76112B2C3	\$214,820,000.00	\$58,010,800.41
RAMP 2006-RS2	76112B2E9	\$4,400,000.00	\$4,400,000.00
RAMP 2006-RS2	76112B2F6	\$3,800,000.00	\$2,623,297.82
RAMP 2006-RS3	75156VAC9	\$75,000,000.00	\$46,815,957.76
RAMP 2006-RS4	75156WAC7	\$114,300,000.00	\$78,293,576.05
RAMP 2006-RS4	75156WAD5	\$34,312,810.00	\$34,312,810.00
RAMP 2006-RS4	75156WAF0	\$10,000,000.00	\$8,272,962.37
RAMP 2006-RS5	75156YAC3	\$60,000,000.00	\$33,902,496.85
RAMP 2006-RS6	75156QAC0	\$29,896,749.00	\$23,103,490.41
RAMP 2006-RS6	75156QAD8	\$30,000,000.00	\$24,735,661.96
RAMP 2006-RZ1	76112BY87	\$66,402,000.00	\$9,462,919.04
RAMP 2006-RZ1	76112BZ78	\$4,000,000.00	\$1,457,622.54
RAMP 2006-RZ2	75156UAB3	\$30,044,000.00	\$11,208,239.22
RAMP 2006-RZ3	75156MAB1	\$73,066,000.00	\$37,281,085.61
RAMP 2006-RZ3	75156MAD7	\$12,000,000.00	\$12,000,000.00
RAMP 2006-RZ3	75156MAE5	\$2,000,000.00	\$2,000,000.00
RAMP 2006-RZ3	75156MAF2	\$7,000,000.00	\$1,654,046.15
RAMP 2006-RZ4	75156XAB7	\$190,256,318.55	\$107,160,858.53
RAMP 2006-RZ4	75156XAE1	\$5,950,000.00	\$5,950,000.00
RAMP 2006-RZ5	749239AD1	\$6,400,000.00	\$4,341,988.16
RAMP 2007-RS1	74923RAC3	\$124,951,000.00	\$122,382,552.82
RAMP 2007-RS1	74923RAD1	\$52,287,000.00	\$52,287,000.00
RAMP 2007-RS2	75157DAA2	\$92,422,000.00	\$1,357,531.55
RAMP 2007-RS2	75157DAB0	\$11,000,000.00	\$11,000,000.00
RAMP 2007-RZ1	74923PAB9	\$645,000.00	\$568,928.73
RASC 2004-KS1	74924PAE2	\$5,600,000.00	\$5,600,000.00
RASC 2004-KS1	74924PAH5	\$1,200,000.00	\$432,225.48

RASC 2004-KS1	74924PAJ1	\$5,600,000.00	\$2,170,170.60
RASC 2004-KS1	74924PAM4	\$15,000,000.00	\$5,688,468.09
RASC 2004-KS1	74924PAN2	\$250,000.00	\$27,172.46
RASC 2004-KS10	76110WF84	\$13,614,000.00	\$10,272,334.60
RASC 2004-KS10	76110WG26	\$9,000,000.00	\$248,459.26
RASC 2004-KS10	76110WG34	\$7,000,000.00	\$4,282,973.02
RASC 2004-KS12	76110WK88	\$5,180,000.00	\$3,701,602.32
RASC 2004-KS2	76110WWE2	\$2,500,000.00	\$497,509.89
RASC 2004-KS2	76110WWF9	\$7,500,000.00	\$7,500,000.00
RASC 2004-KS2	76110WWG7	\$4,650,000.00	\$2,488,695.18
RASC 2004-KS2	76110WWH5	\$4,000,000.00	\$1,646,616.79
RASC 2004-KS2	76110WWJ1	\$5,375,000.00	\$2,221,100.75
RASC 2004-KS2	76110WWK8	\$4,925,000.00	\$2,035,147.86
RASC 2004-KS2	76110WWN2	\$5,000,000.00	\$1,910,537.87
RASC 2004-KS2	76110WWP7	\$5,000,000.00	\$640,050.65
RASC 2004-KS2	76110WWQ5	\$4,000,000.00	\$485,550.23
RASC 2004-KS3	76110WWX0	\$1,150,000.00	\$263,332.71
RASC 2004-KS3	76110WWY8	\$8,750,000.00	\$8,750,000.00
RASC 2004-KS3	76110WXF8	\$8,375,000.00	\$4,453,747.86
RASC 2004-KS3	76110WYG6	\$10,000,000.00	\$1,261,444.30
RASC 2004-KS3	76110WXH4	\$4,000,000.00	\$684,922.67
RASC 2004-KS4	76110WXR2	\$9,700,000.00	\$9,700,000.00
RASC 2004-KS5	76110WYC4	\$3,000,000.00	\$1,206,793.58
RASC 2004-KS5	76110WYD2	\$6,500,000.00	\$6,500,000.00
RASC 2004-KS5	76110WYF7	\$8,500,000.00	\$4,163,788.62
RASC 2004-KS5	76110WYG5	\$6,000,000.00	\$2,950,022.79
RASC 2004-KS5	76110WYM2	\$22,000,000.00	\$13,257,445.50
RASC 2004-KS5	76110WYN0	\$10,000,000.00	\$1,839,241.73
RASC 2004-KS5	76110WYP5	\$14,500,000.00	\$865,310.17
RASC 2004-KS6	76110WZN9	\$6,617,000.00	\$6,617,000.00
RASC 2004-KS6	76110WZP4	\$3,000,000.00	\$1,638,231.02
RASC 2004-KS6	76110WZU3	\$3,750,000.00	\$1,977,420.69
RASC 2004-KS6	76110WZV1	\$2,750,000.00	\$1,855,137.45
RASC 2004-KS6	76110WZX7	\$30,000,000.00	\$17,747,971.60
RASC 2004-KS6	76110WZY5	\$10,000,000.00	\$2,074,463.58
RASC 2004-KS8	76110WC79	\$3,000,000.00	\$1,522,638.57
RASC 2004-KS8	76110WC95	\$2,300,000.00	\$1,461,157.45
RASC 2004-KS8	76110WD52	\$3,700,000.00	\$2,100,986.84
RASC 2004-KS9	76110WE51	\$9,000,000.00	\$2,798,705.96
RASC 2004-KS9	76110WE69	\$11,000,000.00	\$11,000,000.00
RASC 2004-KS9	76110WF35	\$55,700,000.00	\$3,580,968.41
RASC 2005-AHL1	76110W4D5	\$16,500,000.00	\$225,410.86
RASC 2005-AHL1	76110W4E3	\$3,000,000.00	\$3,000,000.00

RASC 2005-AHL1	76110W4G8	\$3,564,000.00	\$3,564,000.00
RASC 2005-AHL1	76110W4J2	\$500,000.00	\$500,000.00
RASC 2005-AHL1	76110W4K9	\$2,112,000.00	\$1,073,321.57
RASC 2005-AHL2	76110W5J1	\$2,200,000.00	\$2,200,000.00
RASC 2005-AHL2	76110W5K8	\$1,500,000.00	\$1,500,000.00
RASC 2005-AHL3	76110W6L5	\$49,000,000.00	\$8,762,120.45
RASC 2005-EMX1	76110WQ66	\$7,500,000.00	\$2,441,957.10
RASC 2005-EMX2	76110W2G0	\$8,274,837.00	\$8,274,837.00
RASC 2005-EMX2	76110W2J4	\$6,839,000.00	\$6,839,000.00
RASC 2005-EMX3	75405MAF1	\$1,000,000.00	\$978,212.49
RASC 2005-EMX3	75405MAK0	\$5,000,000.00	\$5,000,000.00
RASC 2005-EMX4	76110W5X0	\$24,140,000.00	\$608,980.59
RASC 2005-EMX4	76110W6E1	\$10,000,000.00	\$8,958,505.52
RASC 2005-KS1	76110WM37	\$12,350,000.00	\$10,255,314.10
RASC 2005-KS10	75405WAB8	\$5,000,000.00	\$335,253.03
RASC 2005-KS10	75405WAC6	\$12,372,000.00	\$12,372,000.00
RASC 2005-KS10	75405WAE2	\$5,160,000.00	\$5,160,000.00
RASC 2005-KS10	75405WAF9	\$6,500,000.00	\$6,500,000.00
RASC 2005-KS10	75405WAG7	\$4,000,000.00	\$4,000,000.00
RASC 2005-KS10	75405WAH5	\$6,500,000.00	\$6,500,000.00
RASC 2005-KS10	75405WAJ1	\$5,000,000.00	\$4,260,613.89
RASC 2005-KS11	76110W7A8	\$23,969,000.00	\$518,815.34
RASC 2005-KS11	76110W7D2	\$7,000,000.00	\$7,000,000.00
RASC 2005-KS11	76110W7E0	\$5,750,000.00	\$5,750,000.00
RASC 2005-KS12	753910AB4	\$167,090,000.00	\$21,262,557.03
RASC 2005-KS12	753910AC2	\$5,087,000.00	\$5,087,000.00
RASC 2005-KS12	753910AD0	\$5,535,000.00	\$5,535,000.00
RASC 2005-KS2	76110WN69	\$10,000,000.00	\$8,517,521.32
RASC 2005-KS3	76110WS31	\$3,000,000.00	\$2,774,174.72
RASC 2005-KS3	76110WS72	\$1,600,000.00	\$1,107,505.79
RASC 2005-KS3	76110WS98	\$1,000,000.00	\$215,051.64
RASC 2005-KS4	76110WU61	\$11,427,000.00	\$8,646,818.79
RASC 2005-KS4	76110WU87	\$500,000.00	\$500,000.00
RASC 2005-KS4	76110WV37	\$1,000,000.00	\$81,229.91
RASC 2005-KS5	76110WW69	\$5,406,000.00	\$2,619,680.96
RASC 2005-KS5	76110WW77	\$2,762,000.00	\$2,762,000.00
RASC 2005-KS5	76110WX35	\$1,811,000.00	\$1,811,000.00
RASC 2005-KS5	76110WX43	\$2,198,000.00	\$2,198,000.00
RASC 2005-KS5	76110WX50	\$1,702,000.00	\$778,032.96
RASC 2005-KS6	76110WY67	\$3,292,000.00	\$1,349,242.59
RASC 2005-KS6	76110WY75	\$4,000,000.00	\$4,000,000.00
RASC 2005-KS6	76110WY83	\$1,750,000.00	\$1,750,000.00
RASC 2005-KS6	76110WY91	\$2,500,000.00	\$2,500,000.00

RASC 2005-KS6	76110WZ25	\$3,500,000.00	\$3,500,000.00
RASC 2005-KS7	76110W2V7	\$10,000,000.00	\$0.00
RASC 2005-KS7	76110W2X3	\$3,402,000.00	\$3,168,683.66
RASC 2005-KS7	76110W2Y1	\$1,202,000.00	\$1,202,000.00
RASC 2005-KS7	76110W2Z8	\$4,001,000.00	\$4,001,000.00
RASC 2005-KS7	76110W3B0	\$2,000,000.00	\$2,000,000.00
RASC 2005-KS7	76110W3C8	\$4,000,000.00	\$4,000,000.00
RASC 2005-KS8	76110W3S3	\$5,500,000.00	\$5,500,000.00
RASC 2005-KS8	76110W3T1	\$7,000,000.00	\$7,000,000.00
RASC 2005-KS8	76110W3U8	\$3,500,000.00	\$3,500,000.00
RASC 2005-KS8	76110W3X2	\$5,900,000.00	\$5,900,000.00
RASC 2005-KS9	754058AB1	\$28,000,000.00	\$0.00
RASC 2005-KS9	754058AF2	\$1,779,941.00	\$1,779,941.00
RASC 2005-KS9	754058AG0	\$3,000,000.00	\$3,000,000.00
RASC 2005-KS9	754058AL9	\$3,250,000.00	\$3,250,000.00
RASC 2006-EMX1	75405KAB4	\$8,400,000.00	\$1,118,039.34
RASC 2006-EMX1	75405KAF5	\$3,020,000.00	\$3,020,000.00
RASC 2006-EMX2	75406AAB5	\$60,139,000.00	\$13,559,341.24
RASC 2006-EMX2	75406AAC3	\$16,596,000.00	\$16,596,000.00
RASC 2006-EMX3	76113ABZ3	\$240,966,000.00	\$81,498,726.85
RASC 2006-EMX4	75406DAC7	\$50,000,000.00	\$35,660,535.05
RASC 2006-EMX5	74924QAC4	\$50,000,000.00	\$40,627,360.38
RASC 2006-EMX6	754065AC4	\$22,070,000.00	\$21,903,194.98
RASC 2006-EMX7	74924TAC8	\$49,437,000.00	\$49,437,000.00
RASC 2006-EMX8	74924UAB7	\$62,403,000.00	\$15,957,746.09
RASC 2006-EMX8	74924UAC5	\$41,325,000.00	\$41,325,000.00
RASC 2006-EMX9	74924VAC3	\$19,350,000.00	\$19,350,000.00
RASC 2006-EMX9	74924VAD1	\$10,000,000.00	\$10,000,000.00
RASC 2006-KS1	76113AAE1	\$66,000,000.00	\$15,482,646.26
RASC 2006-KS1	76113AAF8	\$26,783,000.00	\$26,783,000.00
RASC 2006-KS1	76113AAG6	\$10,000,000.00	\$10,000,000.00
RASC 2006-KS1	76113AAH4	\$5,000,000.00	\$5,000,000.00
RASC 2006-KS2	75406BAC1	\$35,996,000.00	\$8,724,635.75
RASC 2006-KS2	75406BAE7	\$14,230,000.00	\$14,230,000.00
RASC 2006-KS2	75406BAF4	\$14,500,000.00	\$14,500,000.00
RASC 2006-KS2	75406BAG2	\$7,000,000.00	\$7,000,000.00
RASC 2006-KS2	75406BAJ6	\$2,500,000.00	\$743,081.43
RASC 2006-KS3	76113ABH3	\$25,860,000.00	\$7,629,300.26
RASC 2006-KS3	76113ABJ9	\$13,000,000.00	\$13,000,000.00
RASC 2006-KS3	76113ABL4	\$12,700,000.00	\$12,700,000.00
RASC 2006-KS3	76113ABM2	\$7,500,000.00	\$7,500,000.00
RASC 2006-KS4	75406EAC5	\$32,000,000.00	\$17,265,755.42
RASC 2006-KS4	75406EAD3	\$17,038,000.00	\$17,038,000.00

RASC 2006-KS5	75406VAC7	\$84,000,000.00	\$68,431,902.21
RASC 2006-KS5	75406VAD5	\$26,928,000.00	\$26,928,000.00
RASC 2006-KS5	75406VAE3	\$12,300,000.00	\$12,300,000.00
RASC 2006-KS6	75406WAC5	\$26,634,000.00	\$22,274,404.60
RASC 2006-KS6	75406WAF8	\$2,000,000.00	\$2,000,000.00
RASC 2006-KS6	75406WAG6	\$3,887,000.00	\$2,614,595.26
RASC 2006-KS7	75406XAC3	\$44,647,000.00	\$38,240,894.29
RASC 2006-KS8	74924RAC2	\$83,565,000.00	\$83,565,000.00
RASC 2006-KS9	75406YAB3	\$15,000,000.00	\$5,748,734.94
RASC 2006-KS9	75406YAC1	\$20,000,000.00	\$20,000,000.00
RASC 2007-KS1	74924SAC0	\$13,600,000.00	\$13,600,000.00
RASC 2007-KS1	74924SAF3	\$2,200,000.00	\$1,165,088.05
RASC 2007-KS2	74924WAB3	\$2,500,000.00	\$2,053,337.73
RASC 2007-KS2	74924WAC1	\$20,515,000.00	\$20,515,000.00
RASC 2007-KS3	74924YAB9	\$50,082,000.00	\$46,323,949.39
RASC 2007-KS3	74924YAC7	\$59,000,000.00	\$59,000,000.00
RASC 2007-KS4	74924NAA5	\$50,210,000.00	\$1,632,885.32
RASC 2007-KS4	74924NAB3	\$17,500,000.00	\$17,500,000.00
RASC 2007-KS4	74924NAF4	\$800,000.00	\$595,300.37
RFMS2 2004-HI1	76110VPR3	\$12,774,000.00	\$5,375,864.86
RFMS2 2004-HI1	76110VPS1	\$2,000,000.00	\$431,477.93
RFMS2 2004-HI1	76110VPT9	\$6,615,000.00	\$1,456,111.01
RFMS2 2004-HI1	76110VPU6	\$3,400,000.00	\$751,602.81
RFMS2 2004-HI1	76110VPV4	\$2,350,000.00	\$519,490.16
RFMS2 2004-HI1	76110VPW2	\$1,125,000.00	\$248,692.11
RFMS2 2004-HI2	76110VQS0	\$20,161,000.00	\$9,843,248.50
RFMS2 2004-HS1	76110VQC5	\$15,000,000.00	\$3,704,850.20
RFMS2 2004-HS2	76110VQJ0	\$10,000,000.00	\$1,279,156.28
RFMS2 2004-HS2	76110VQM3	\$89,000,000.00	\$4,891,352.74
RFMS2 2005-HI1	76110VRD2	\$8,000,000.00	\$5,222,408.91
RFMS2 2005-HI2	76110VRJ9	\$10,154,000.00	\$9,898,144.21
RFMS2 2005-HI2	76110VRK6	\$1,000,000.00	\$462,390.21
RFMS2 2005-HI3	76110VSF6	\$2,325,000.00	\$2,325,000.00
RFMS2 2005-HI3	76110VSG4	\$12,425,000.00	\$12,425,000.00
RFMS2 2005-HS1	76110VRX8	\$75,000.00	\$75,000.00
RFMS2 2005-HSA1	76110VSU5	\$20,544,000.00	\$17,135,868.39
RFMS2 2006-HI1	76110VTV0	\$17,614,000.00	\$2,344,608.40
RFMS2 2006-HI1	76110VUE6	\$2,850,000.00	\$1,546,289.62
RFMS2 2006-HI2	437185AC5	\$1,200,000.00	\$839,102.88
RFMS2 2006-HI3	43718NAC6	\$13,000,000.00	\$9,150,721.34
RFMS2 2006-HI4	43718MAD6	\$15,000,000.00	\$15,000,000.00
RFMS2 2006-HSA1	76110VTE8	\$155,000.00	\$118,648.19
RFMS2 2006-HSA1	76110VTF5	\$167,000.00	\$136,765.03

RFMS2 2006-HSA2	76110VTP3	\$125,000.00	\$104,019.92
RFMS2 2006-HSA2	76110VTQ1	\$7,095,000.00	\$7,095,000.00
RFMS2 2006-HSA2	76110VTR9	\$14,715,000.00	\$11,361,763.69
RFMS2 2006-HSA2	76110VTS7	\$982,000.00	\$188,532.63
RFMS2 2006-HSA3	76113JAA0	\$15,590,000.00	\$2,195,303.35
RFMS2 2007-HI1	43718WAC6	\$7,550,000.00	\$7,550,000.00
RFMS2 2007-HSA2	43710RAF8	\$35,478,000.00	\$35,478,000.00
RFMS2 2007-HSA2	43710RAG6	\$34,000,000.00	\$31,953,124.86
RFMS2 2007-HSA3	43710WAE0	\$15,000,000.00	\$15,000,000.00
RFMS2 2007-HSA3	43710WAF7	\$31,124,000.00	\$29,517,173.99
RFMSI 2004-S1	76111XFD0	\$18,000,000.00	\$27,489,967.95
RFMSI 2004-S1	76111XFP3	\$923,100.00	\$518,269.40
RFMSI 2004-S4	76111XHA4	\$21,141,000.00	\$19,887,000.00
RFMSI 2004-S4	76111XHD8	\$19,898,000.00	\$10,033,772.06
RFMSI 2004-S4	76111XHZ9	\$4,314,300.00	\$2,392,797.85
RFMSI 2004-S4	76111XJB0	\$616,400.00	\$341,867.88
RFMSI 2004-S5	76111XJW4	\$16,913,000.00	\$25,493,807.08
RFMSI 2004-S6	76111XLX9	\$17,415,332.00	\$12,180,540.23
RFMSI 2004-S6	76111XLZ4	\$10,553,000.00	\$10,553,000.00
RFMSI 2004-S6	76111XNB5	\$155,008,185.00	\$24,602,302.03
RFMSI 2004-S7	76111XNQ2	\$105,288.00	\$41,243.93
RFMSI 2004-S8	76111XNU3	\$15,000,000.00	\$10,793,439.93
RFMSI 2004-S8	76111XNZ2	\$15,300,000.00	\$23,090,241.73
RFMSI 2004-S9	76111XRB1	\$19,800,000.00	\$19,800,000.00
RFMSI 2004-S9	76111XRD7	\$32,000,000.00	\$24,057,029.27
RFMSI 2004-S9	76111XRG0	\$3,660,000.00	\$562,571.06
RFMSI 2004-S9	76111XRL9	\$127,000,000.00	\$19,672,338.67
RFMSI 2005-S1	76111XRX3	\$100,000,000.00	\$14,886,339.31
RFMSI 2005-S1	76111XSK0	\$203,320,667.00	\$30,158,419.03
RFMSI 2005-S2	76111XTR4	\$23,903,000.00	\$20,013,781.66
RFMSI 2005-S3	76111XUG6	\$89,368,000.00	\$14,799,184.98
RFMSI 2005-S5	76111XWT6	\$12,310,000.00	\$10,396,236.97
RFMSI 2005-S6	76111XXN8	\$28,000,000.00	\$23,795,750.59
RFMSI 2005-S6	76111XXQ1	\$58,900,000.00	\$7,977,883.09
RFMSI 2005-S6	76111XXR9	\$24,475,000.00	\$8,742,085.13
RFMSI 2005-S7	76111XZR7	\$30,690,000.00	\$5,421,925.58
RFMSI 2005-S7	76111XZV8	\$2,015,000.00	\$355,985.03
RFMSI 2005-S8	76111XC50	\$100,000,000.00	\$25,497,258.50
RFMSI 2005-S8	76111XC68	\$12,673,000.00	\$12,673,000.00
RFMSI 2005-S8	76111XC76	\$29,879,000.00	\$27,926,722.41
RFMSI 2005-S9	76111XE33	\$49,879,000.00	\$13,928,476.46
RFMSI 2005-S9	76111XE90	\$10,000,000.00	\$14,091,189.32
RFMSI 2005-S9	76111XF24	\$15,000,000.00	\$15,000,000.00

RFMSI 2005-S9	76111XF99	\$5,300,000.00	\$733,021.98
RFMSI 2005-SA1	76111XTB9	\$50,000,000.00	\$5,413,251.20
RFMSI 2005-SA1	76111XTC7	\$21,040,000.00	\$2,277,896.16
RFMSI 2005-SA1	76111XTF0	\$75,000,000.00	\$15,048,069.15
RFMSI 2005-SA2	76111XVE0	\$7,455,000.00	\$1,761,469.27
RFMSI 2005-SA2	76111XVG5	\$1,000,000.00	\$1,000,000.00
RFMSI 2005-SA2	76111XVJ9	\$10,075,000.00	\$6,473,238.80
RFMSI 2005-SA2	76111XVL4	\$33,760,000.00	\$11,277,484.98
RFMSI 2005-SA3	76111XVZ3	\$69,930,000.00	\$20,570,507.34
RFMSI 2005-SA3	76111XWE9	\$35,000,000.00	\$11,344,114.94
RFMSI 2005-SA3	76111XWF6	\$10,804,000.00	\$6,833,798.54
RFMSI 2005-SA4	76111XYC1	\$16,000,000.00	\$4,054,256.97
RFMSI 2005-SA4	76111XYD9	\$82,781,000.00	\$41,979,229.93
RFMSI 2005-SA4	76111XYE7	\$1,833,000.00	\$929,536.11
RFMSI 2005-SA4	76111XYF4	\$17,530,000.00	\$7,659,100.73
RFMSI 2005-SA4	76111XYH0	\$65,000,000.00	\$25,776,283.51
RFMSI 2005-SA4	76111XYJ6	\$69,500,000.00	\$27,032,890.62
RFMSI 2005-SA5	76111XZA4	\$70,173,900.00	\$22,568,835.50
RFMSI 2005-SA5	76111XZB2	\$97,687,000.00	\$43,172,570.45
RFMSI 2005-SA5	76111XZC0	\$11,000,000.00	\$4,324,195.78
RFMSI 2006-KS6	75406WAD3	\$31,498,000.00	\$31,498,000.00
RFMSI 2006-S1	76111XJ61	\$8,500,000.00	\$1,024,211.35
RFMSI 2006-S10	74958DAA6	\$220,000,000.00	\$82,616,854.29
RFMSI 2006-S10	74958DAG3	\$15,000,000.00	\$13,174,729.68
RFMSI 2006-S10	74958DAH1	\$127,923,000.00	\$20,766,069.93
RFMSI 2006-S11	74958FAA1	\$200,000,000.00	\$75,832,800.10
RFMSI 2006-S11	74958FAB9	\$24,931,000.00	\$3,476,388.82
RFMSI 2006-S11	74958FAD5	\$7,393,000.00	\$6,474,198.55
RFMSI 2006-S12	74958EAC0	\$183,485,000.00	\$27,882,303.15
RFMSI 2006-S12	74958EAD8	\$50,000,000.00	\$50,000,000.00
RFMSI 2006-S12	74958EAF3	\$15,000,000.00	\$15,000,000.00
RFMSI 2006-S12	74958EAJ5	\$46,926,805.00	\$12,084,524.62
RFMSI 2006-S2	76111XL76	\$8,500,000.00	\$1,735,032.06
RFMSI 2006-S2	76111XM26	\$14,000,000.00	\$19,290,394.90
RFMSI 2006-S2	76111XM34	\$1,000,000.00	\$1,264,657.95
RFMSI 2006-S2	76111XM42	\$45,141,000.00	\$37,393,781.29
RFMSI 2006-S3	76111XN90	\$7,500,000.00	\$8,781,254.61
RFMSI 2006-S3	76111XP56	\$50,000,000.00	\$13,594,001.60
RFMSI 2006-S4	762010AB2	\$28,000,000.00	\$5,667,759.06
RFMSI 2006-S4	762010AE6	\$10,032,000.00	\$10,032,000.00
RFMSI 2006-S5	74957EAE7	\$19,184,000.00	\$17,798,440.17
RFMSI 2006-S5	74957EAF4	\$39,131,000.00	\$35,650,071.62
RFMSI 2006-S5	74957EAM9	\$1,000,000.00	\$901,063.48

RFMSI 2006-S5	74957EAN7	\$5,930,000.00	\$5,343,306.42
RFMSI 2006-S5	74957EAQ0	\$5,373,000.00	\$973,873.79
RFMSI 2006-S5	74957EAR8	\$57,000,000.00	\$29,996,388.60
RFMSI 2006-S6	74957VAJ8	\$22,000,000.00	\$6,868,488.98
RFMSI 2006-S6	74957VAM1	\$69,999,999.93	\$22,616,534.52
RFMSI 2006-S6	74957VAQ2	\$32,849,000.00	\$27,437,794.59
RFMSI 2006-S7	74958AAC8	\$104,247,000.00	\$17,062,077.17
RFMSI 2006-S7	74958AAD6	\$32,786,000.00	\$29,373,428.34
RFMSI 2006-S7	74958AAH7	\$30,000,000.00	\$26,877,356.81
RFMSI 2006-S7	74958AAJ3	\$6,000,000.00	\$5,328,507.22
RFMSI 2006-S8	74957XAF2	\$37,400,000.00	\$35,769,546.93
RFMSI 2006-S8	74957XAN5	\$50,080,000.00	\$9,585,917.80
RFMSI 2006-S8	74957XAQ8	\$8,546,000.00	\$1,838,300.20
RFMSI 2006-S9	749577AC6	\$15,000,000.00	\$2,468,178.10
RFMSI 2006-S9	749577AL6	\$19,147,000.00	\$18,794,123.35
RFMSI 2006-SA1	76111XG72	\$80,815,000.00	\$37,619,977.46
RFMSI 2006-SA1	76111XG98	\$14,500,000.00	\$6,102,313.33
RFMSI 2006-SA2	749574AC3	\$40,778,220.00	\$17,460,725.05
RFMSI 2006-SA2	749574AG4	\$21,795,000.00	\$10,394,314.81
RFMSI 2006-SA3	749575AA4	\$15,363,000.00	\$6,375,525.75
RFMSI 2006-SA3	749575AD8	\$7,000,000.00	\$5,895,166.88
RFMSI 2006-SA3	749575AG1	\$17,420,000.00	\$5,769,644.21
RFMSI 2006-SA3	749575AJ5	\$5,000,000.00	\$2,007,792.86
RFMSI 2006-SA4	74958CAB6	\$16,995,000.00	\$6,156,025.83
RFMSI 2007-S1	749581AJ3	\$8,000,000.00	\$3,497,457.02
RFMSI 2007-S1	749581AL8	\$15,000,000.00	\$13,367,809.87
RFMSI 2007-S2	749583AH3	\$10,973,000.00	\$10,366,382.22
RFMSI 2007-S2	749583AJ9	\$30,000,000.00	\$28,039,031.17
RFMSI 2007-S2	749583AY6	\$27,978,000.00	\$21,010,285.72
RFMSI 2007-S3	74958BAH5	\$28,115,000.00	\$22,934,450.48
RFMSI 2007-S3	74958BAM4	\$20,000,000.00	\$16,065,109.52
RFMSI 2007-S3	74958BAQ5	\$26,200,000.00	\$3,933,879.89
RFMSI 2007-S4	74958YAB8	\$72,244,357.00	\$27,978,918.04
RFMSI 2007-S4	74958YAE2	\$2,150,000.00	\$771,919.61
RFMSI 2007-S4	74958YAN2	\$10,000,000.00	\$8,517,878.90
RFMSI 2007-S5	749580AB2	\$100,000,000.00	\$39,944,339.80
RFMSI 2007-S5	749580AC0	\$51,497,000.00	\$26,996,308.06
RFMSI 2007-S6	762009AK4	\$4,000,000.00	\$1,475,398.94
RFMSI 2007-S6	762009AL2	\$53,000,000.00	\$22,201,811.18
RFMSI 2007-S6	762009AR9	\$18,899.43	\$8,479.71
RFMSI 2007-S7	76200RAC2	\$75,000,000.00	\$41,919,876.53
RFMSI 2007-S7	76200RAV0	\$170,622,000.00	\$97,354,764.97
RFMSI 2007-S8	76200QAA8	\$2,500,000.00	\$1,304,277.38

RFMSI 2007-S9	74958VAA6	\$78,440,000.00	\$38,019,490.47
RFMSI 2007-SA1	74958WAA4	\$2,800,000.00	\$1,059,401.63
RFMSI 2007-SA1	74958WAC0	\$66,660,000.00	\$25,350,819.97
RFMSI 2007-SA1	74958WAF3	\$46,363,200.00	\$22,996,709.00
RFMSI 2007-SA2	74958XAB0	\$14,000,000.00	\$5,526,124.30
RFMSI 2007-SA2	74958XAC8	\$19,478,400.00	\$8,132,804.42
RFMSI 2007-SA2	74958XAF1	\$27,804,800.00	\$13,901,970.00
RFMSI 2007-SA3	74958TAB9	\$20,895,000.00	\$10,585,687.94
RFMSI 2007-SA3	74958TAJ2	\$38,625,000.00	\$17,386,053.08
RFMSI 2007-SA4	74959AAB9	\$35,000,000.00	\$17,040,241.21
RFMSI 2007-SA4	74959AAF0	\$73,536,400.00	\$39,676,725.48
RFSC 2004-RP1A	760985S36	\$14,577,000.00	\$0.00
RFSC 2004-RP1A	760985S44	\$7,000,000.00	\$1,265,075.64